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The Solicitors' Journal.

LONDON, NOVEMBER 13, 1869.

THE HABITUAL CRIMINALS ACT of last session (32 & 33 Vict. c. 99) seems likely to give rise to several questions of construction which might have been avoided by a more careful wording of the statute.

One of the most important provisions of the Act is that when any person is convicted on indictment of any of certain specified offences, "and he be proved to have been previously convicted of" any of certain offences there specified, he shall be subject to police supervision, after the termination of his period of imprisonment. Nothing is said as to the mode of proof in these cases, as to whether such proof is necessarily at the second trial, or whether it may be afterwards, or whether or not the previous conviction must be on an indictment. It seems likely that it will be held that the former practice (for the proof of a former conviction as an aggravation of a prisoner's criminality has been rendered admissible evidence by several statutes) would be followed under this statute. The words of the older statutes where the proof of a former offence is provided for are, however, quite different from those of the Habitual Criminals Act, and although the practice already existing may be followed, it is not likely that it will be acquiesced in without judicial decision on these questions. About one point, however, there was a doubt under the old statutes, and this doubt has been allowed to remain in the new one. In *Reg. v. Summers* (17 W. R. 384) the question was raised as to the effect of proving by oral evidence a prior conviction, which was not alleged in the indictment, and when no record or certificate of the conviction was produced. The judgment of the Court of Criminal Appeal did not deal with this question in detail, and there is therefore some doubt as to the law upon the point.

When the bill for the punishment of habitual criminals was introduced into Parliament, it contained a clause (section 19) that a previous conviction might be proved, although not charged in the indictment, and without production of the record of such previous conviction. We noticed (13 Sol. Jour. 37), in commenting upon the rule, that this clause was of considerable technical importance, and we especially referred to the case of *Reg. v. Summers*. The clause was, however, struck out, and no similar provision has been substituted for it. It might have been thought that a point like this, which arose shortly before the passing of the Act, and to which public attention had been directed, would have been provided for: such, however, is not the case.

The practical importance of this question is shown by the fact that it has, already arisen under the Habitual Criminals Act before the recorder at Bolton, in a case which was very like *Reg. v. Summers*. There was no charge in the indictment of a prior conviction, which was, however, proved by *viâ voce* evidence. The question may arise whether the prisoner (who was convicted) will be subject to police supervision on the expiration of his sentence. No opinion was judicially expressed at the time on the point, as the police supervision is no part of the sentence to be pronounced by the Court.

Besides these questions doubt has also been felt as to

the effect of the provisions of section 11, by which, on proof of a previous conviction, the burden of proof on an indictment for receiving stolen goods is thrown on the accused.

In due time, no doubt, this Act will receive a judicial construction, and the law will be ascertained. It is, however, much to be regretted that so important a criminal statute as the Habitual Criminals Act of last session should be so carelessly drawn as to show upon its face so many and such serious doubts.

HOW IS THE ATTENDANCE OF WITNESSES in the Courts of Bankruptcy to be enforced after the 1st of January next? This is one of the most important, and by no means the least difficult, of the questions which must arise under the new Act.

The Acts at present in force contain several sections dealing with the subject. Section 100 of the Bankrupt Law Consolidation Act, 1849, empowers the Court *before adjudication* to summon before it any person whom it shall believe capable of giving any information concerning the trading of or any act of bankruptcy committed by the supposed bankrupt, and to require such person to produce documents for the same purpose. Section 120 of the same Act empowers the Court *after adjudication* to summon any person known or suspected to have any of the bankrupt's estate in his possession, or who is supposed to be indebted to the bankrupt, or whom it may believe capable of giving any information concerning the person, trading, dealings, or estate of the bankrupt, or concerning any act of bankruptcy committed by him, or any information material to the full disclosure of his dealings; and to require the production of documents by such person. Section 215 of the Bankruptcy Act, 1861, gives to the Court of Bankruptcy the same power which was conferred upon the Superior Courts of Law by the 17 & 18 Vict. c. 34, that is, the power of issuing writs of subpoena which shall run to any part of the United Kingdom. There are other provisions relating to the same subject, but these are the most material.

All these sections, together with the rest of the existing bankruptcy law, will cease to be in force on the 1st January next. And the new Act contains only one section giving any express power to summon witnesses. Section 96 empowers the Court, *on the application of the trustee, and after adjudication*, to summon before it the bankrupt or his wife, or any person known or suspected to have in his possession any of the estate or effects of the bankrupt, or supposed to be indebted to the bankrupt, or whom the Court may deem capable of giving information respecting the bankrupt, his trade, dealing, or property; and to compel such person to produce documents. And if the person summoned fails to obey the summons, he may be brought up for examination by warrant. This section, it is clear, is quite inadequate if taken by itself. It makes no provision, for instance, for summoning a witness to prove the trading on the act of bankruptcy in order to obtain adjudication, and even after adjudication no power of calling witnesses is given by it to any one except the trustee. It is necessary to look, therefore, whether there are any general provisions in the Act wide enough to cover the deficiency.

It may be suggested in the first place that when the Legislature creates a jurisdiction it impliedly gives the power to summon such witnesses as may be necessary for its exercise, upon the principle *cuiusque aliquis quid concedit, concedere videtur et id sine quo res ipsa esse non potest*. And such an application of the maxim has in fact been suggested in somewhat analogous cases. But this seems to us a contention which it would be very difficult to sustain in any case, and especially in the case of the Court of Bankruptcy, where the functions are so very unlike those of ordinary courts. It is much against this view that in every court of statutory jurisdiction, from the Judicial Committee of the Privy Council to the county court, special enactments for the summoning of

witnesses have been made. Nor does it seem to us that the fact of a court being of record alters the case. That gives the Court a power of compelling obedience to its orders, but does not necessarily determine what orders it may make.

Secondly, it may be said that the Act does not create new courts, but only gives new jurisdiction to old ones already possessing the requisite powers. This is probably so. Section 65 does say that the London Court shall continue to be a court of record. But then in giving new jurisdiction the Legislature has at the same moment taken away all its old powers. The county courts, however, will continue to have their old jurisdiction as well as their new. And it may very probably be held that such powers as those of summoning witnesses and the like are to be treated as belonging to the courts generally and as exercisable in respect of any branch of its jurisdiction. If so section 85 of the County Courts Act, 1846, will apply, by which either party to a suit or proceeding may obtain at the office of the clerk of the court summonses to witnesses. And the difficulty will then be merely to say who are the parties to a bankruptcy.

Lastly, section 65 says that the Chief Judge in Bankruptcy "shall have all the powers, jurisdiction, and privileges" of any judge of a superior court of law, or of the Court of Chancery. And section 66 says that every judge of a local court shall have, in addition to his ordinary powers as a county court judge, "all the powers and jurisdiction" of a judge of the Court of Chancery. Are these words wide enough to give a power of summoning witnesses? They will probably be held so; but the language is singularly inappropriate. It is almost absurd to speak of the issue of a writ of summons, or an ordinary writ of subpoena, or any other common form writ, which is obtainable as of right, and over the issue of which no judge has the slightest control, nor any power to grant or refuse it, as a "power, jurisdiction, or privilege" of the judge. However, the words will probably be construed loosely, in order to avoid an extreme inconvenience, and cure the palpable blunder which has been committed in not re-enacting the old sections. Except in this way we see no mode in which the London Court can obtain power to summon witnesses; nor any in which the local courts can do so except in this way or the other which we have suggested.

One thing is clear, that the local courts will no longer have any power to issue subpoenas out of the jurisdiction (that is, by section 80, England), though the London Court will; for the issue of such subpoenas, though a power of a common law judge, is not within the power of a judge of the Court of Chancery.

THE OFFICE OF CORONER is an open one, although in practice it is almost invariably, if not exclusively, filled by solicitors, with a sprinkling of medical men. Our medical contemporaries entertain the idea that the coroner ought always to be a man of medicine. We ourselves hold the view that, *ceteris paribus*, the man of law has had the best training for such an office. Even assuming that all the evidence on inquiries into the cause of death is medical evidence, which is not the case, the superintendence of such an inquiry will be best conducted by a man habituated to court business and judicial investigation, and familiar with those rules of evidence which the experience of the past has stored up for the guidance of the future. The reason of this position it would be hard to gainsay, and indeed its opponents do not attempt to gainsay it, but rather direct their efforts to picking out from time individual instances of miscarriage on the part of the obnoxious lawyer coroners. Now, to take refuge in single instances is an admission of weakness.

A recent number of the *Lancet* supplies an instance of this species of *argumentum ad hominem*:—

"CROWNER'S QUEST LAW.—The week last past has been productive of two unusually remarkable examples of the

wisdom and urbanity that characterise the legal coroner; and the circumstances which induced two of these luminaries so to distinguish themselves are worthy of being placed on record."

— and so forth.

Then follows the first instance:—It appears that one of the Nottinghamshire county coroners "had the assurance" to caution a medical man who, in his opinion, had acted indiscreetly in the matter of granting a certificate of the cause of death. Thereupon the *Lancet*:—

"In considering the force and meaning of these words, it is necessary to remind our readers that a local attorney cannot be invested with judicial wisdom by the votes of freeholders. For such a one to presume to instruct a medical man about his own business would be ludicrous, if it were not so sad."

In the second instance a coroner is taken to task because "the jury were allowed by the coroner to attach to their verdict" what is considered by our contemporary to be an unjust censure on another medical man. In neither case, so far as we can learn from our contemporary's recapitulation, does he establish anything against the coroner. That, however, is beside the question. What we wish to point out is, that this style of argument argues in itself a lack of confidence in the *ratio* of our contemporary's case. When certain reasons are advanced against it, it is no answer to say—"Oh, but here, and here, are instances in which legal coroners have done" bad, harsh, or silly things—as the case may be. We should be sorry to say that lawyer coroners never do wrong, but to reply to arguments for their general superiority over medical coroners by hunting up instances in which they may have done wrong, is no more an answer to those arguments than a recapitulation of instances in which gentlemen have broken the bank at Baden Baden is a reply to the assertion that punting is not a profitable occupation. If we had been driven in upon such a line of defence, how easy it would have been for us to make capital of the inquest held by a medical coroner at Abergelle; we prefer, however, to go to the root of the matter.

The next number of the *Lancet* contains a paragraph in which a "Mr. Coroner Craddock" is censured for announcing, after holding an inquest which proved to have been unnecessary, to the effect that he left the advisability of holding an inquest entirely to the police. Now Mr. Craddock, if we mistake not, is a medical coroner, but our contemporary writes respecting him in quite a different tone to that of the two censures first quoted, besides omitting to draw from his instance the corresponding counter-evidence against medical coroners.

There are strong men and weak men in every profession. We do not assert that for every vacant coronership the lawyer candidate is *always* the right man. We always wish that the best man may be elected. If the doctor were evidently a better man than the lawyer, we should give our vote for him, and as the office is an open one, if a miller or a surveyor were also a candidate and appeared better still, we should vote for him in preference to either. What we do say is that the lawyer is, *ceteris paribus*, far better qualified for the office than the doctor, and we have often given our reasons. In the meantime we may be permitted to express the hope that next session will witness the re-introduction of Mr. Goldney's County Coroners Election Bill, for if there is one inconvenient thing under the sun, it is the present mode of electing county coroners.

SOME MONTHS AGO we noticed that a genteel convict Sir G. Culling Eardley, who had been sentenced to a term of imprisonment for bigamy, had received a free pardon because the confinement did not agree with his health, and might probably kill him. We could not help noticing that the health of less genteel convicts does not receive a similar consideration at the hands of the Home Secretary. And it is usually a received opinion that if a man commits a crime he must take the

consequences. Sir G. Culling Eardley was then liberated on condition of his leaving England, and not returning until his term had expired. He was lately brought before a magistrate, and charged with obtaining £5 by a fraudulent cheque. When brought up on remand, the prosecutor "declined to proceed," and the prisoner was consequently discharged. If we had a different law as to public prosecutions, this miscarriage of justice would have been avoided. We do not, however, feel clear, from the newspaper report of the case, that the magistrate ought not to have committed the prisoner and bound over the prosecutor to prosecute on a *prima facie* case. However that may be, this is an instance in which twice running the gantlet prisoner has obtained a peculiar and specially genteel description of justice.

WE HAVE RECEIVED by the courtesy of the Lord Chancellor a draft copy of the forthcoming *Regule Generales* under the new Bankruptcy Act. The draft, however, being merely forwarded to us as an invitation to make suggestions for emendation, we do not feel at liberty to make either extracts or comments.

THE ADMINISTRATION OF JUSTICE IN OUR INDIAN EMPIRE.

The current number of the *Edinburgh Review* contains an article upon "Indian Judges, British and Native," in which some, though not all, the defects of the present system of administering justice in British India are pointed out. These defects are so glaring and call so imperatively for a remedy, that, did we not know how little interest is felt in Indian affairs in England, we should be surprised at the present *regime* having lasted so long. What that *regime* is not one person in ten thousand in England knows. There are, then, in India three classes of civil judges—(1) native judges; (2) zillah judges, who are always covenanted servants of the Crown, and therefore generally Englishmen; (3) the judges of the High Court, who are appointed by the Crown chiefly from the most distinguished of the lawyers practising in India. All civil suits, with but few exceptions, come before the native judges in the first instance. There are a few suits which the zillah judge can alone try, but he has power to try all suits brought in his zillah, or district, if he thinks fit. The chief functions of a zillah judge are to hear appeals, on matters of fact as well as points of law, from the native judges subordinate to him, and his decisions may be appealed against to the High Court on points of law only where the decision is upon an appeal from a native judge, but upon matters of fact as well as points of law when the decision was upon an original suit. Upon turning to a volume of Indian High Court Reports it will be seen that the High Court is constantly overruling the decisions on appeal of the zillah judges and affirming those of the native judges overruled by the zillah judges—i.e., pronouncing the native judges right and the zillah judges wrong, and to such a pitch has this proceeded that Indian litigants are beginning to regard the zillah courts as a species of lottery. The source of this evil is easy to be found—the zillah judges are called upon to undertake duties which they are not qualified to perform. We would here quote and endorse the following from the *Edinburgh Review*:—

We wish it clearly to be understood that nothing is further from our intention than to cast any reproach on those Englishmen who hold judicial offices in India. A body of men more upright, more zealous, more desirous of performing their duty and of holding the balance of justice evenly between man and man, we fully believe never existed. Nor do we deny that there are among them men who have conceived a far higher notion of their duties than those in power would seem to wish to force upon them. We speak only of the mass, and all we say of them is that they are called upon to perform an impossible task,—to make bricks without straw, to be the instrument of a sham and a deception.

The covenanted servant of the Crown after his two

years' probation in England—and what a farce that probation is under the auspices of the Civil Service Commissioners we need not mention—is sent out to India. "There"—we quote the words of Mr. Lock, one of the judges at the High Court at Calcutta—

He remains at the sadder station of a district for a very short period. In the course of a year from his joining he is liable to be sent to take charge of a subdivision. For the next fifteen years of his career he is employed in the duties of a magistrate and collector. Without any training in the particular duties of a civil judge, or any knowledge of the law by which his proceedings are to be guided, a man, after fifteen or more years' service as magistrate or collector, or both, is transferred to the bench and expected to control a number of subordinate courts the judges of which may have commenced and continued their judicial career before he entered the service.

To give some idea of the monstrosity of such a system the *Edinburgh Review* says:—

If a man who had divided fifteen years of his life between the duties of chief constable of a county, a land agent, a justice of the peace, and a clerk in Somerset House, were to be suddenly placed as a judge in the Court of Queen's Bench, it would be something of the same kind, and not more absurd.

The astonishing thing is that men like Sir Charles Trevelyan, Sir Henry Harrington, and Sir Edward Ryan do not see the system in this light, although Mr. Lock, Mr. Howard, and Mr. Maine, all equally competent to form an opinion on the point, do. The chief—in fact the only—argument of those who support the present system is that the state of Indian society is so artificial, and the law is so simple, that anyone can administer it. But what can be more complicated than the land tenure of India, while the commonest relation of social life, that of the Hindu family, is so difficult to be conceived and understood that no European has ever written an exhaustive treatise upon it. As to the simplicity of the law administered in the British Indian Courts, Mr. Grady, in his work on Hindu law, thus describes it:—

(1) The Hindu law; (2) the Mahomedan law; (3) the common law, as it prevailed in England in the year 1726, and which has not subsequently been altered by statutes expressly extending to India, or by Acts of the Legislative Council of India; (4) the statute law, which prevailed in England in 1726, and which has not been subsequently altered by statutes especially extending to India, or by the Acts of the Legislative Council of India; (5) Acts of Parliament expressly relating to India enacted since 1726, and statutes which have been extended to India by the Acts of the Legislative Council of India; (6) the common law of the land; (7) the codes of civil and criminal procedure; (8) the revenue law; (9) the civil law as it obtains in the Ecclesiastical and Admiralty Courts of England; (10) the regulations made previously to the 3 & 4 Will. 4, c. 85, and the Acts of the Legislative Council of India made under the 3 & 4 Will. 4, c. 85.

If, in addition to this, it be remembered that where the judges have no law to guide them they are to decide according to equity and good conscience, and that the High Court of Calcutta has ruled that the equity which is to form their *ratio decidendi* is the equity of the Court of Chancery in England, the simplicity of the law which the zillah judges have to administer will be hardly conceded.

One thing which the writer of the article in the *Edinburgh Review* either ignores or is unacquainted with is that in the presidency of Bombay there is a difference from the system adopted in the other presidencies. In Bombay a civilian shortly after his arrival is obliged to elect between the judicial side and the revenue side of the service. If he chooses the judicial he is made an assistant to a zillah judge before he is considered competent to discharge the full duties of zillah judge. It is true that, considering he has, as assistant zillah judge, a far more difficult jurisdiction than a county court judge in England, the age at which he is appointed, averaging

about twenty-seven years, is absurd; still, this is preferable to that in force in the other presidencies as tending to provide a kind of apprenticeship for the full jurisdiction of the zillah court. If this system were extended to the whole of India, and if the selected candidates for the Indian Civil Service were compelled, during their two years of probation in England, to study the leading principles of law and jurisprudence thoroughly instead of only having, as they now have, to cram for a few weeks in each half-year, and thus to pass an easy examination, there would be some chance of justice being administered in India as it is at home, and the Anglo-Indian judges being looked up to with respect instead of being, as they are, in the hands of their subordinate officials, and the laughing-stock of the clever native lawyers who practise in their courts. It is notorious that the zillah judges in India are often much more dependent than they ought to be upon the officials of their courts for their imperfect knowledge of the language in which justice is administered therein. Mr. Maine is responsible for the truth of the story that a Bengal civilian was recently made a zillah judge, in spite of his protestations of incompetency, and even of his avowal of his ignorance of the language in use in the court over which he was to preside. Therefore it is not to be wondered at that, although the judges are above suspicion, there is an outcry among suitors at the expense of *brining* the officials of the courts. Again, it is equally notorious that the native lawyers cite authorities in argument which the zillah judges have never heard of; nay more, that they take objections to evidence on the chance that the presiding judge will, through ignorance, allow them.

A mere separation of judicial from non-judicial functions will not meet the defect. Those civilians who adopt the judicial service must have proper preliminary training in law, and this we commend to the attention of the Secretary of State for India and his Council.

COVENANTS TO SETTLE AFTER-ACQUIRED PROPERTY.

NO. II.

In possession, reversion, remainder, or expectancy. Difficulties sometimes arise from the omission of these words. Thus in *Atherley v. Du Moulin* (2 K. & J. 186), where W. was entitled to a legacy contingently on her surviving A., and the words "be or become entitled" only were used, the legacy was held not to be bound, H. having died in A.'s lifetime, so that the interest remained contingent during the coverture. It was doubted whether such a covenant would extend to reversionary interests, there being a direction that the property the subject of the covenant should be vested in the trustees on trusts to convert, &c. (but see as to this *Hughes v. Young*, 1 N. R. 166). The Master of the Rolls expressed an opinion that in such a case a vested interest would not be bound if liable to be divested; and in *Dering v. Kynaston* (6 Eq. 210, 16 W. R. 819) the words used being "be or become possessed, interested, or entitled," held that a vested remainder in tail, which fell into possession after the death of H., and was then barred, did not come within the covenant. In this case the preceding estates were life interests and a remainder in tail to the sons of one of the life tenants, and at the death of H. there were no such sons living. We cannot see, however, that this circumstance, although it made W.'s interest much more valuable, affected the question whether it came within the covenant or not, and if bound by the covenant the freehold into which it was converted by W. by barring the entail would, we think, also have been bound in equity. We cannot dwell longer upon these points, but may notice that the cases coming under this and the preceding head may be usefully compared.

So far as the covenant is binding on the wife there is no doubt that it binds property given to her absolutely for her separate use (*Ex parte Young*, 1 Ir. Eq. N. S. 294, *Campbell v. Bainbridge*, 17 W. R. 5, 6 L. R. Eq. 269, and cases

cited). In *Brooks v. Keith* separate property was held not to be bound because the covenant extended only to property so far as H. should become interested therein. It would seem, however, that interests given to her in like manner for her life would not be bound (*Townshend v. Harrowby*, 6 W. R. 413, 4 Jur. N. S. 352; *Ewart v. Ewart*, 11 Ha. 277, 1 W. R. 466). This question was neatly raised in *Duncan v. Cannan* (4 W. R. 2, 21 Beav. 307), where by the settlement H. took a life interest and W. the corpus, and H.'s assignees in bankruptcy claimed such a life interest acquired by W. during the coverture. Their claim was disallowed, and it was pointed out that the most they could claim would be the dividends of the invested income treated as it accrued as capital. The rule laid down by the present Lord Chancellor in *Re Mainwaring's Settlement* (14 W. R. 887, 2 L. R. Eq. 487) is probably correct, that the Court will not hold property to be comprised in the covenant which will not fit the trusts of the settlement; as, for example, estates for life of W. and annuities to her. It must be observed that if this be the rule the dictum of Knight Bruce, L.J., in *Townshend v. Harrowby*, is correct, that life interests of W., whether for the separate use or not, are excluded. The objection to the adoption of this rule is that an interest given to W. *pur autre vie* could hardly be excepted, and after all, what is the difference in principle? But for the obligation to convert generally imposed by the settlement, we are inclined to think that the decisions as to these life interests would have been different. (*White v. Briggs*, and another case reported in 22 Beav. 186, may be referred to on this point.)

In the case of *Re Mainwaring's Settlement* just referred to, where a testatrix, having originally directed some property bequeathed to W. to be paid to the trustees on the trusts of the settlement, by a later codicil authorized her executors to pay any portion to W. for her separate use, free from the engagements, &c., of H., it was held that W. was entitled, the Court considering that the testatrix had clearly shown her intention that W. should receive as much of the property as she required independent of the trusts of the settlement. Property over which W. has a power of appointment given to her is not bound unless she exercises the power in her own favour (*Townshend v. Harrowby* and *Ewart v. Ewart*); and real property purchased out of savings of separate estate is not affected by a covenant to settle property which should come to or vest in W. by descent, devise, or gift (*Hughes v. Jones*, 11 W. R. 898, 2 N. R. 417). Mr. Davidson, however, suggests that such savings should be expressly excepted, and no doubt as the covenant is sometimes worded they would be held to be included.

The word "expectancy" gives a wide scope to the covenant, as it provides for the case of W. being presumptive or expectant heir of a person who does not die until after the coverture has determined, so as to bind by es-toppel W. then inheriting. It might also extend to the case of property devised to W. under a will made during the coverture by a testator who did not die until afterwards. In consequence of section 33 of the Wills Act it was contended that as a legatee being a child or grand-child of a testator was entitled in certain cases, although predeceasing him, to the legacy, as if he or she had survived the testator, such legacy to W. would fall within the usual covenant, although the testator died after W. (*Pearce v. Graham*, 11 W. R. 415, 32 L. J. Ch. 359). The decision being to the contrary Mr. Pridgeaux has adopted a clause which expressly binds in such an event.

Except jewels . . . furniture . . . plate, &c., which it is hereby declared shall belong to W. for her separate use. Sometimes property already settled to W.'s separate use is also excepted, and then the covenant will, in respect of interests of that nature, be inoperative (*Coventry v. Coventry*, 11 W. R. 868, 32 Beav. 612), but as the covenant will in most cases, like the rest of the settlement, be intended for the benefit of the children also, it is not desirable that this exception should be made. The exception of jewels, &c., is necessary, because although

there may be a trust for conversion in the settlement, this would perhaps not be sufficient to exclude them from its operation (see *Willoughby v. Middleton and Milford v. Peile*). Articles of consumption left to the wife are of course not a subject of settlement, and no exception of them is necessary.

Then, and in every such case, H. and W., and all other necessary parties, shall, at the cost of the said trust estate, as soon as circumstances will admit, and to the satisfaction of [the trustees], assure the said real or personal property to, or otherwise cause the same to be vested in [the trustees.] We have already remarked on the importance of this part of the covenant, showing whether the acts of H. & W., or of H. only, are stipulated for. We may, however, notice here that if the covenant in terms applied to the acts of H. only, neither the words "cause to be vested," nor "concur with W. in selling," would create an obligation on her part (*Ramsden v. Smith* and *Reid v. Kenrick*). If, as is sometimes the case, the covenant is to settle "at the request of the trustees," the request is not a condition precedent, and the property is bound without such request having been made (*MacLurean v. Lane*).

Upon trust . . . (but as to reversionary property, not until it shall fall into possession, unless it shall appear to [trustees] that the capital of the trust estate will probably be injured by deferring the sale) [usual trust to convert] so much of said property as shall not consist of money or [authorised investments], or of an annuity or annuities, or other estate or interest for the life of W., or for any term or period determinable on her death. From the authorities we have cited the last restrictions appear unnecessary, as such interests would not fall within the scope of the covenant. It would not, however, be prudent to omit them until the law is clearly settled.

We must now devote a few words to the omitted clauses, "at one and the same time and from the same source," and "of the value of £ and upwards." The recent case of *Re Mackenzie's Settlement* (15 W. R. 662, L. R. 2 Ch. App. 345) shows the difficulties attending the construction of these words. The limit in that case was £400, and W. was, at the time of marriage, entitled in reversion to about £470 Consols as her own share, and about £65 Consols as representative of a brother, both parts of a settled fund. This fund fell in during the coverture, and the questions submitted were, (1) whether the value was to be taken then or at the marriage; (2) whether the two sums were to be taken separately; and (3) whether succession duty and costs should be deducted. Turner, L.J., would not decide either (2) or (3), but thought that although the titles were different, the funds coming at same time and under same instrument should be valued together; and as to the latter, that the right to such a deduction was a question of some nicety. Both he and Cairns, L.J., decided the case on the ground that in the covenant in question the value referred to was the value of the property in which W. had or might acquire an interest and not the value of her interest. No one can doubt that this is not what the framers of the covenant intended, the limit being thus rendered in many cases ineffectual for the obvious purpose of excluding small sums from the operation of the covenant. The result of the decision is that although property of the value of £399 given to W. absolutely would escape the settlement, an interest of £1 value given to her in any property of which the value (at the time of the settlement, or when the title accrues) exceeded £400 must be settled. It is difficult, however, to put any other construction upon the words "entitled to property of £—value for any interest." The words "of £—value" are evidently out of place, but even if they followed the word expectancy, the intention would not be effectually carried out, because then property much above the limit falling in soon after the determination of the coverture might be excluded, from the circumstance that during the coverture

the reversionary interest of W. in it might have been, by reason of intervening interests, small. We leave it to our conveyancing readers to exercise their ingenuity in framing the requisite clause to meet these difficulties. There is also an element of vagueness in the use of the words from the same source, it not being clear whether properties coming to W. under the same instrument and at the same time, but through various titles, must all be taken together. It would seem, however, from the decisions, that the question is whether the properties accrue under the same title, and words to this effect will be understood if absent. Thus, in *Re Hooper's Trust* (11 Jur. N. S. 479, 13 W. R. 710), Vice-Chancellor Stuart held that a reversionary interest in stock and a legacy under the will of the tenant for life, though both accruing together, must be estimated separately, so that in the event one escaped the operation of the settlement, and in *Re Middleton's Will* (16 W. R. 1107) a similar decision was made by Vice-Chancellor Giffard as to a legacy to W. of a sum under the limit, and a share of residue taken by her under the same will for her separate use, and exceeding the limit.

That it is desirable to insert some limit in a covenant of this kind is shown by *Fyfe v. Arbuthnot* (5 W. R. 793, 1 D. & J. 406), where the blank after the £ had not been filled up. Lord Cranworth there considered that every capital sum not to be enjoyed as income would be bound.

The clause we are discussing concludes with the direction to hold the property on the trusts of the settlement. The only point to be attended to here is to define on which of the ultimate trusts it is to be held where, as is not unfrequently the case, the property of both H. and W. is included in the settlement, and these trusts differ. In *Stevens v. Van Voorst*, there being no issue, the question arose between the representatives of H. and W., and it was held that they must take in the same proportions in which they took the specified funds, the subject of the settlement.

It is sometimes desirable to add a clause authorising the trustees to allow the enjoyment in specie of leasehold and other interests of a terminable and wasting character, and in the form adopted by Mr. Prideaux the income of all interests depending on lives is directed to be treated as income, and so enjoyed.

We have intentionally omitted to notice the cases in which the clause in question is affected by recitals in the settlement, or by the facts that the latter is post-nuptial, or that the wife was an infant at the date of the marriage, as the principles on which these cases rest are of a wide application, and could not conveniently be discussed with reference to those obligations alone which we have been just considering.

RECENT DECISIONS.

PRIVY COUNCIL.

PRINCIPAL AND AGENT—IMPLIED WARRANTY OF AUTHORITY TO CONTRACT.

The Colonial Bank of Australasia v. Cherry and McDougall, P.C., 17 W. R. 1031.

A misrepresentation causing damage if made fraudulently gives a right of action for damages to the person to whom the misrepresentation has been made, and who has suffered damage therefrom. Without fraud (or what in law is treated as fraud) no such action can be maintained. Misrepresentation, damage, and fraud are all necessary ingredients to create the cause of action. There is, however, one exception to this rule. If a person contract as agent for another, believing himself fully authorised to do so, and it turns out that he was not so authorised, and the alleged principal refuses to be bound by the contract, the agent is liable to make compensation to the other party to the contract for the loss that may be caused by the failure of the contract. The agent is liable to an action on a warranty of his authority which is

implied by law from the mere fact of his contracting as agent.

This was first established by *Collen v. Wright* (5 W. R. 265), where it was laid down that "a person who induces others to contract with him as agent is answerable to the person who so contracts for any damage he sustains by means of the assertion of the authority being untrue." This liability is, as we have said on the contract of warranty of authority, implied by law. If the agent fraudulently represent to another that he is authorised when he, in fact, is not authorised, and damage is caused thereby to that other person, the agent is then liable to an action of tort, called an action of deceit, as well as to an action on the implied warranty.

The principle of *Collen v. Wright* has subsequently been often followed and in *The Colonial Bank &c. v. Cherry* it is upheld by the Judicial Committee to its fullest extent, and, perhaps, even slightly extended.

The defendants, directors of a company, informed the plaintiffs that one Clarke had authority to draw cheques against the plaintiffs on behalf of the company. There was no fraud in the transaction, but in fact Clarke had not authority to draw cheques. Clarke drew cheques purporting to be on behalf of the company, who ultimately refused to be bound, and were not legally bound by such cheques. The jury found as a fact that the defendants had led the plaintiffs to believe that Clarke had authority to draw cheques. The Judicial Committee decided that under such circumstances "the law implied a warranty or undertaking on the part of the defendants that Clarke was duly authorised to draw the cheques;" and that the defendants were therefore liable to the plaintiffs in an action on the implied contract of warranty.

The case perhaps goes a little further than *Collen v. Wright*, as there was no direct contract at all between the plaintiffs and defendants, but only a representation by the defendants without fraud that Clarke was a duly authorised agent.

HYPOTHECATION—BOTTOMRY BOND.

The Karnak, P. C., 17 W. R. 1028.

Hypothecation is a well-known contract by which a vessel, cargo, and freight may be pledged for the repayment of money advanced for the necessities of the vessel. This contract is usually made by what is called a bottomry bond, and hence the contract itself is frequently termed bottomry. The master of a vessel has an implied authority in cases of necessity to enter into a bottomry bond to supply the necessities of his vessel. He may hypothecate not only the vessel and freight, but also the cargo, the owners of the cargo having a right over against the shipowners to obtain re-payment of what they may have had to pay to the holder of the bottomry bond (*Duncan v. Benson*, 3 Ex. 644).

The *Karnak* has decided, or rather affirmed, two questions on the law of bottomry. Both points had been before decided, but the decision of the Judicial Committee gives, of course, increased weight to the former authorities. The first point was as to the nature of the necessity which authorises a master to hypothecate a cargo. The second as to the effect of hypothecation upon freight on which the charterer has already made advances.

On the first point the general rule laid down is that "the existence of the necessity which validates the hypothecation of cargo by bottomry is to be ascertained by evidence in the usual manner; and that the meaning of the term necessity in respect of hypothecation by the master is analogous to its meaning in other parts of the law. . . . It has been described as a high degree of need, a need which arises when choice is to be made of one of several alternatives under the peril of severe loss if a wrong choice should be made. . . . Any combination of events which would prevent the completion of the voyage with profit, unless money should be obtained by bottomry, would raise the question whether

there was need for bottomry in such high degree as to create a necessity."

A bottomry bond, therefore, given to secure repayment of money advanced for the repairs of a vessel without any promise of any bond is not invalid if there are facts to show that the giving of the bond was really necessary, although the money had been already advanced.

As to the second point the charterer of the *Karnak* had made advances of freight which would, of course, be deducted from the amount of freight due from him when the freight was earned. The master properly hypothecated the freight. It was contended that the holder of the bottomry bond was entitled to the whole freight from the charterer without deducting the amount already advanced. It was held that this was not the law, and that the holder of the bond was only entitled to the freight to which the shipowners were entitled.

The judgment of the Judicial Committee puts an end to any doubt that may have before existed as to the law on these two points.

EQUITY.

IRREVOCABLE VOLUNTARY DEEDS.

Coutts v. Achworth, V.C.M., 17 W. R. 1121.

The Vice-Chancellor laid down the rule that where a voluntary deed of gift is made, unless prepared by an independent solicitor, it is the duty of the solicitor to insist upon, and almost refuse to prepare such an instrument without a power of revocation. The presence or absence of such a power has, in fact, in more than one case been the chief ground of supporting or rejecting voluntary deeds. In *Furshaw v. Welsby* (9 W. R. 225) the Master of the Rolls said that it was the duty of a solicitor to see that a voluntary deed of gift by a man who was supposed to be lying in *extremis* should afford an opportunity to the settlor of revoking it in case he should recover his health; and if the settlor does recover he is entitled to ask that the deed may be delivered up to be cancelled, or that a proper power of revocation may be inserted in it. In that case the solicitor, who appeared in no respect to have acted personally improperly, was refused his costs, because the deed, which had been prepared in his office, contained no power of revocation. The cautious practitioner will leave the preparation of a voluntary deed whereby a client of his is to derive any benefit to some independent adviser. But if he does prepare the deed it is his duty to insert a power of revocation unless there be the clearest evidence that the intending settlor, with a full knowledge of the consequences of the omission, wishes the power to be omitted. It is not in human nature for any man to part with the control of his property during his life; and where a person is found to have done so by the execution of a voluntary irrevocable deed, the presumption that he did not know the full effect of the instrument executed by him is so strong, that the Court invariably throws the *onus* of showing that he knew what he was about on the parties taking an interest under the deed.

COMMON LAW.

FRAUD—CONTRACT—BILL OF EXCHANGE.

Foster v. Mackinnon, C.P., 17 W. R. 1105.

If a person is induced to enter into a contract by the fraud of the other party, the contract is voidable at the option of the person defrauded. He may as soon as the fraud is discovered treat the contract as a nullity or he may adopt the contract and compel its performance by the other party. This is an elementary principle of law, but it received a somewhat novel application in *Foster v. Mackinnon*. The action was by an indorsee of a bill of exchange against an indorser. Plea, traverse of the indorsement. It was found by the jury in effect that the defendant was induced, without negligence on his part, to write his name on the back of the bill by the fraudulent representation of the acceptor that the bill

was a guarantee. The plaintiff was a *bonâ fide* holder for value without notice.

The Court decided that the defendant was not liable on the bill, on the ground that in contemplation of law he never did sign the contract to which his name was appended.

Such is the short point decided, but it is necessary to observe how carefully the principle of the decision is limited by the Court. It is restricted to cases where the contract signed is altogether different from the pretended contract. It is said that this case was as if the defendant "had written his name on a sheet of paper for the purpose of franking a letter, or in a lady's album or on an order for admission to the Temple Church, or on the leaf of a book, and there had been there without his knowledge a bill of exchange or promissory note to order inscribed on the other side of the paper."

If, however, the defendant had known that he was indorsing a bill of exchange when he wrote his name, then he would apparently have been liable to a *bonâ fide* holder for value without notice, even although the indorsement was procured by fraud.

The distinction between the two cases is that in the first the apparent indorser never intended to indorse a bill at all. In the second case he intended to indorse, but such intention was caused by fraud. In each case, as against the person guilty of the fraud, the indorsement is void. In the later case, however, the indorser is held liable to innocent third parties for the consequences of his indorsement. This liability would not of course affect any right of action the indorser might otherwise have against the person who fraudulently procured the indorsement.

It must also be noticed that the essence of this decision is that the defendant was not negligent. If the indorsement had been obtained in consequence of negligence on his part, he would have been liable upon the indorsement, even although he had, in fact, himself been deceived.

RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 1 VICT. C. 31), s. 7.

Zunz v. South-Eastern Railway Company, Q.B., 17 W. R. 1096.

Primâ facie a railway company, like any other company or an individual, has full powers to contract in any way it thinks proper. This right is, however, limited, by their liabilities as common carriers, which may sometimes affect the right to contract, and the right is still more restricted by the Railway and Canal Traffic Act. This statute enacts in effect that railway companies shall be liable for a negligent loss of, or injury to, goods carried by them, notwithstanding any contract to the contrary; provided only that the companies may make reasonable contracts with respect to the carriage, &c., of goods if such contracts are in a specified form.

The decision in *Zunz v. South-Eastern Railway Company* was that this statute "only applies to a line which the company against whom an action is brought either owns or is working." The plaintiff was a passenger by a through ticket of the defendants from London to Paris, and on his ticket there was a notice that the defendants would not be liable for any loss, injury, or detention of his luggage, except while in their trains or boats. The plaintiff's luggage was lost between Calais and Paris, and he brought an action to recover damages from the defendants, who relied on the terms of the conditions printed on the ticket. These conditions, even if reasonable, were not in the form required by the Act, as they were not signed by the plaintiff. The agreement was therefore invalid, if it was within the Railway and Canal Traffic Act. The Court decided that the Act "applies only to the lines which the companies have obtained by their Acts of Parliament or over which they have acquired running powers. It does not prevent them from being perfectly free to make any contracts they choose with regard to carriage on lines beyond their own."

This view of the question rendered it unnecessary to consider any other points, as the defendants were clearly not liable, unless their agreement was invalid.

Several questions were, however, raised in argument which are of importance now that long railway journeys by through tickets over many different lines are so frequent. One of these questions was whether the defendants' contract was to carry the plaintiff to Paris or only to carry him to Dover, with a further contract that they had authority to say that another company would carry him on. This point was not decided, but Cockburn, C.J., expressed a strong opinion that the contract was to carry the plaintiff from London to Paris. Another point raised and left undecided was whether the Railway and Canal Traffic Act applies at all to passengers' luggage. No opinion was expressed by the Court on this point.

Many questions of this kind yet remain to be decided as to the liabilities created by through tickets over lines of different companies. *Zunz v. South-Eastern Railway Company* has only decided one of them.

REVIEWS.

Shelford's Law of Railways. Containing the whole of the statute law for the regulation of railways in England, Scotland, and Ireland, with copious notes of decided cases upon the statutes, introduction to the law of railways, and appendix of official documents. Fourth edition. By W. CUNNINGHAM GLEN, Barrister-at-Law. In two volumes. London: Butterworths. 1869.

A work on the law of railways always means an arranged and annotated edition of the Railway Acts; and it would be almost impossible to treat the subject in any manner; the law of railways, being for the most part the direct creation of the Legislature, supplemented by the interpretations of the Courts of Law and Equity—unlike other branches, such, for instance, as the law of real property, which have had a gradual growth from the common law of England, though altered here and there by direct enactment.

In the present edition of the late Mr. Shelford's work the editor has collected every statute and document of public authority which can by any possibility be considered as bearing on the law of railways. The list of statutes embraces all statutes which bear even indirectly on the subject. Thus, besides the Lands Clauses Consolidation, Railway Regulation, and other Acts, which figure in all books on railways, we are given the Nitro-Glycerine Act and the Contagious Diseases (Animals) Act, on account of their enactments in respect of railway carriage; the Railway Clearing House Acts, the new Telegraphs Act, and all the railway and telegraph Acts of England, Ireland, and Scotland. The practitioner will find here collected together all the enactments bearing on every possible subject which may come before him in connection with railways or railway travelling. So thoroughly is this carried out that an Act having passed in 1850 for the transfer of the equitable jurisdiction of the Court of Exchequer in Ireland, several sections of that Act are printed, because they affect the payment into court of moneys under the Lands Clauses Consolidation Act. Similarly, several sections of the Larceny Act are printed, because they deal with fraud by bailees or the falsification of accounts by directors. Again, two sections of the Income Tax Act (23 Vict. c. 14) relate to railway profits and salaries, and these two sections are given. Indeed, some Acts are given which we should have thought it unnecessary to reprint. For instance, we should have thought that the Documentary Evidence Act of last session was too general in its application, and certainly no one could have complained had it been left out. We can hardly, however, say that this is a fault. Whatever questions may arise, the lawyer who has this book upon his shelves may say to himself—"If there has been any legislation at all connected with this branch of the subject I shall at once find it in Shelford,"—and it needs not to be said that on this account the book will be a very "comfortable" one to possess. The collection is equally exhaustive in the matter of rules, orders, precedents, and documents of official authority. Thus the reader is given a model railway bill, bill of costs, the Stock Exchange rules as to the shares of public companies, Board of Trade model bye-laws, and scores of other

things more or less useful. In some of these items, we must say, that we consider the volume as unnecessarily loaded. Who, for instance, is likely to consult the precedent of a "Notice of Postmaster-General to railway company to convey mails, &c."? However, it is, as we said before, a very convenient thing to possess a work in which nothing whatever is omitted.

When we turn to the annotations we do not find the same completeness. To collect all the enactments, precedents, orders, &c., &c., is a far easier task than to arrange all the decisions in their proper places, as annotations. In this respect the collection is by no means so exhaustive. The Stock Exchange rules for instance are printed, but no mention whatever is made of the most important decisions in *Grissell v. Bristow* (17 W. R. 123) and *Coles v. Bristow* (17 W. R. 105), which have precisely the same relation to the Law of Railways as the Stock Exchange or wills have. We could multiply instances, but we will not. The annotations, too, are clumsily arranged. It is a very careless and inconvenient arrangement to discuss a point in three different parts of a volume, citing some of the authorities in one place and some in another. It seems almost incredible that any editor should be guilty of such a thing, yet, let us take an instance. Suppose we want to find some of the authorities bearing on the jurisdiction of the Court of Chancery to restrain applications to Parliament. In vol. II. there are three distinct portions dealing with that subject—viz., pp. 13, 525, and 791. At p. 13, *Steele v. North Metropolitan Railway Company* (15 W. R. 597) is the only authority given; the remaining cases are scattered between the two other references, and p. 13 is the only reference given in the index. There seems to be no system whatever about the references. To take another instance. In *Attorney-General v. Ely, Haddenham, and Sutton Railway Company* (16 W. R. 834) the Master of the Rolls gave a decision upon the 16th and 46th sections of the Railways Clauses Consolidation Act. This decision was confirmed by Lord Hatherley (17 W. R. 356) in somewhat different terms. At p. 548 (vol. II.) the Master of the Rolls' decision is given, the head note being taken from the *Law Journal* reports. At p. 599 (same vol.) the same decision is given again, the head note being taken this time from the *Law Reports*, and at p. 814 is noticed for the first time the Lord Chancellor's decision in the court above.

It is hardly necessary to say that this edition is very much larger than the preceding one. It contains a separate index and table of cases and contents for each volume, an arrangement which has both its advantages and its disadvantages. To sum up our review: as a collection of statutes and general information the work will prove extremely useful, because in these respects it is so perfectly exhaustive; but the notes are not well done.

COURTS.

COURT OF CHANCERY.

MASTER OF THE ROLLS.

Nov. 9.—*Re James Gray (a solicitor).*

It will be remembered that certain charges of misconduct in a professional capacity brought against this gentleman by a client named Gingell were, in May last, investigated by the Incorporated Law Society before the Master of the Rolls, who made an order suspending Mr. Gray's certificate for a period of ten years (see 13 Sol. Jour. 637, 679). At the same time his Lordship expressed his willingness to reconsider the decision at any future time when Mr. Gray should have made reparation to his client for the wrong done to him.

With the object of enabling Mr. Gray to do this the drawing up of the order had been suspended from time to time on the application of counsel. Mr. Gray undertaking not to practise in the meantime, and this day

Sir Richard Baggeley, Q.C. (Bardwell with him), stated to the Court that Mr. Gray had made the fullest reparation in his power, and asked his Lordship to reconsider his decision.

The Incorporated Law Society and Gingell did not oppose the application, and his LORDSHIP directed the order not to be drawn up.

Mr. Justice Fitzgerald, Mr. Justice Morris, and Mr. Baron Hughes are the judges to try Irish election petitions for the ensuing year.

IRELAND.

LANDED ESTATES COURT.

(Before Judge FLANAGAN.)

Nov. 8.—*In the matter of the Estate of Philip Hastings, owner; Guinness and Mahon, petitioners.*

Dames moved to make absolute a conditional order for the sale of the owner's estate. Guinness and Mahon had advanced to the owner's mother a sum of over £3,000, and the owner secured this debt by giving an equitable mortgage to the petitioners of his estates, and had actually written a letter admitting the debt, and acknowledging that he was security therefor.

Burke opposed the motion, on the grounds that, while admitting the debt and the security, he denied that that security would stand for a moment in a court of equity. This was a debt incurred by the owner's mother while he was a minor, and the security given by the owner was given within a year after the owner had reached twenty-one, and that it should therefore be looked on with suspicion. Counsel relied on the case of *Archer v. Hudson*, 7 Beav. 551, and other cases in 2 White & Tudor, 489.

His LORDSHIP considered that this young man had business habits, and he would not discharge the conditional order. The course he would, however, pursue was to allow the defendant to file a bill to set aside the equitable mortgage. If the Court of Chancery set it aside, the defendant would have to pay the costs of whatever steps were taken in this court.

APPOINTMENTS.

MR. JOHN HASNEY BOYS, solicitor, of Margate, has been elected the first coroner for that borough under its separate jurisdiction. Mr. Boys' certificate as an attorney and notary was taken out in Michaelmas Term, 1837, and he is a perpetual commissioner, a commissioner to administer oaths, and a commissioner for taking affidavits both in the Common Law and Admiralty Courts.

MR. HERBERT TRITTON SANKEY, solicitor, of Margate, has been elected Clerk of the Peace for that borough, which was formerly incorporated with Dover, but has now a separate court of quarter sessions. The new clerk of the peace for Margate is a son of Mr. Robert Sankey, solicitor, and a partner in the legal firm of Sankey, Son, & Flint, which has also branches at Canterbury and London. Mr. H. T. Sankey was certificated as an attorney in Hilary Term, 1853.

MR. WILLIAM THOMAS BENSLEY, LL.D., solicitor, of Norwich, has been appointed Secretary to the Lord Bishop of Norwich, in the place of Mr. John Kitson, deceased. Mr. Bensley was educated at King's College, London, and in 1852 was elected an associate of that institution in the department of general literature and science. In 1854 he graduated B.A. at the university of London, and a few years ago received the degree of LL.D. He was certificated as a solicitor in Michaelmas Term, 1858, and has practised at Norwich for some years.

MR. WILLIAM SUTTON PAGE, solicitor, of Guildhall-chambers, Norwich, has been appointed Clerk to the Commissioners of Income Tax for that city, in the place of Mr. R. Field, deceased. Mr. Page's certificate as a solicitor dates from Easter Term, 1852.

MR. JOHN ISAAC SOLOMON, Solicitor, of King-street, Cheapside, has been appointed a London Commissioner to administer oaths in chancery and common law.

MR. THOMAS JOHNSON MASON, Solicitor, of Louth, Lincoln, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the parts of Lindsey, in the county of Lincoln.

MR. CHRISTOPHER WILLIAM CATTELL, solicitor, of Bedford-row, London, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds to be executed by married women in and for the county of Middlesex, the city and liberties of Westminster, and the city of London,

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

We take from the *Chicago Legal Journal* the following American decision on the new Marriage Law of 1861:—

Husband and wife, contracts between.

1. It is the rule of the common law that contracts between husband and wife are void, and will not be enforced by the courts.—*Sweeney et ux v. Damon et al.*

2. But where such contracts have been made in good faith, and are executed, they are valid.—*Id.*

3. So, where a husband has received money belonging to his wife, and invests it for her in her name, or has property bought with her money, conveyed to her, courts of equity will treat the transaction as fair, and sustain it against subsequent creditors of the husband chargeable with notice.—*Id.*

Property bought by husband.

4. And where, not being in debt, with a view of making provision for his wife, property is bought with his own means, and conveyed to her, or to trustees for her use, the transaction will be sustained.—*Id.*

When fraudulent.

5. If the husband is in debt, as to his creditors existing at the time of such transactions, they would be fraudulent, unless such creditors are satisfied subsequently.—*Id.*

Wife's means.

6. The wife may intrust means which she inherits since the Act of 1861 to her husband to loan or invest, and it will be protected in his hands to the same extent the money of a stranger would under like circumstances.—*Id.*

7. *Converting equitable into legal estates.*—Where the legal title to lands, purchased with the means of the wife, is in the husband, and he exchanges these lands for others, and has the deeds of the latter made to his wife, equity will uphold the title of the wife, as against creditors not misled by the title standing in the husband.—*Id.*

OBITUARY.

MR. JOHN WALKER, Q.C.

We have to announce the death of Mr. John Walker, Q.C., who expired after a long illness, on the 6th November, at Little Heath, North Mymsms, Herts. The late Mr. Walker was called to the bar at Lincoln's-inn, in November, 1819, and was created a Queen's-counsel in 1842, being also elected a bencher of Lincoln's-inn. He was in his seventy-fifth year at the time of his death, and his name is familiar to the chancery practitioner as one of the editors of Jacob & Walker's Reports.

MR. H. A. EWER.

The death of Mr. Harry Alexander Ewer, solicitor, of Liverpool, took place at Wallasey, Cheshire, on the 6th November, in the fifty-third year of his age. Mr. Ewer took out his certificate as a solicitor in Trinity Term, 1838, and was latterly a partner in the Liverpool firm of Wright, Ewer, & Wright; he was a member of the Liverpool Law Society, of the Solicitors' Benevolent Association, and of the Metropolitan and Provincial Law Association. For several years Mr. Ewer held the appointment of Law Clerk to the Local Board of Wallasey, which becomes vacant by his death.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

The forty-third annual meeting of the Incorporated Law Society of Liverpool was held on Wednesday, Nov. 3, at the Law Association Rooms, Cook-street; Mr. John Yates, president of the society, in the chair. Amongst those present were Messrs. Hore (vice-president), Paget (honorary secretary), Bird (treasurer), T. Martin, H. L. Gregory, William Radcliffe, W. Pierce, G. Norris, Jevons, Squarey, Lowndes, Bellingier, Maddock, P. Wright, A. Wright, jun., Bartlett, Thornley, Payne, Frodsham, Avison, Thomas Martin, J. J. Yates, jun., Rowe, Riley, Fisher, J. Atkinson, French, J. H. E. Gill, C. Bretherton, J. B. Nelson, W. Barrett, and R. Biggs.

The report of the committee for the past year was then read:—

MEMBERS.

During the last year Messrs. James Thompson, William Dixon, A. C. Kent, G. T. Haigh, R. H. W. Biggs, J. B. Culshaw, William Francis, Christopher Moorhouse, John Parkinson, Hugh Quinn, and Walter Weld have become members of the society.

The society have to lament the loss of three members by death—namely, Mr. W. W. Driffeld, Mr. Allan Kaye, and Mr. J. O. Watson. Mr. John North has resigned, having retired from the profession. Mr. J. H. Taylor and Mr. H. M. Taylor have also resigned, being about to leave Liverpool; and Mr. L. F. Peniston and Mr. G. T. Haigh have left Liverpool, and therefore ceased to be members. Mr. Boteler has resigned in consequence of ill health.

There are now 178 members.

LIBRARY.

The librarian reports that the circulation of books from the library, for the year, has gone on steadily increasing. The numbers are 5,796, against 5,348 in 1868.

INCORPORATION OF THE SOCIETY.

In accordance with the resolutions passed at the last annual meeting, the committee in the early part of the year took the necessary steps for obtaining the incorporation of the society, under section 23 of the Companies Act, 1867, and on the 13th day of February, 1869, the society was duly incorporated under the title of the "Incorporated Law Society of Liverpool." A common seal has been procured.

In accordance with the same resolutions, the old lease of the library is about to be surrendered, and a new lease granted to the society direct, without the intervention of trustees.

THE LEGISLATION OF THE SESSION.

Several important statutes relating to the administration of the law have been passed during the session, requiring notice by the committee, who acknowledge, with thanks, the valuable assistance which has always been given by the borough members on subjects brought before them by the committee.

BANKRUPTCY ACT, 1869; DEBTORS ACT, 1869; BANKRUPTCY REPEAL ACT, 1869.

As these bills, though part of one scheme, were printed at considerable intervals of time, and separately discussed by the House of Commons, your committee were under the disadvantage of having to consider a general scheme with only a portion of it before them.

Notwithstanding the attention which was bestowed by the House of Commons upon the details of these bills, and the suggestions and assistance given by several lay members, amongst whom was Mr. Rathbone, one of the members for Liverpool, your committee are still of the opinion expressed in their observations printed last April—viz., that it would have been wise to refer the whole subject to a Royal Commission before legislation on so large a scale was attempted.

By far the most complete and best drawn Acts of Parliament of modern times for effecting great law reforms are the Act for the Abolition of Fines and Recoveries, the Chancery Amendment Act of 1852, and the Common Law Procedure Acts. These were all carefully prepared by draughtsmen upon the reports of royal commissions, underwent comparatively little alteration in their progress through Parliament, and have given rise to scarcely any litigation. On the other hand, the Bankruptcy Act of 1861 is notorious for the amount of litigation which it has caused, much of which it is only fair to observe was occasioned by the extensive alterations made in committee. Time will show whether the bankruptcy legislation of 1869 is well or ill advised.

Your committee regret the repeal of the Absconding Debtors Act, as there was probably no place where it was more used than in Liverpool. A debtor absconding say from an inland town was frequently discovered by his creditor to have come here, and to be about to embark for America or other distant shores. In many cases such debtors were arrested on warrants obtained from the Commissioner in Bankruptcy, or a county court judge, within an hour or two from the first receipt of instructions. Very many of such cases arise in a year, and it is little better than a mockery to tell the creditor his affidavit shall be sent up to London, and that the order to hold to bail will be down on the third day.

By the original bill a bankrupt was to be deemed guilty of misdemeanour for doing certain specified acts, "unless he proves that he did not do so with intent to defraud," and he was made competent, if he thought fit, to be sworn and give evidence upon his trial. The dangers of these great innovations in criminal law were pointed out by your committee in their observations, and the bill was altered in both particulars. The words "unless the jury is satisfied that he did not do so with intent to defraud" are substituted for the words quoted above, and the bankrupt is not made a competent witness. Several other defects pointed out in the observations have been more or less remedied.

The powers given to the Lord Chancellor, with the advice of the chief judge, to make rules of court are extraordinarily large, extending to any matters in respect to which it may be expedient to make rules for carrying into effect the objects of the Act, and "any rules so made shall be deemed to be within the powers conferred by this Act." The judicious exercise of these powers may do much to lessen the amount of litigation which we fear would otherwise ensue.

ADMIRALTY JURISDICTION COUNTY COURTS ACT.

A bill to enlarge the Admiralty Jurisdiction County Courts Act of last year was brought into the House of Commons by Mr. Norwood, Mr. Headlam, and Mr. Candlish. Your committee took exception to the bill on several points, and with the assistance of Mr. Graves, M.P., an unofficial interview took place at the Board of Trade between the vice-president and Secretary of the Board of Trade, the promoters of the bill, the Town Clerk of Liverpool, and a deputation from your committee. The result of a long discussion was that each clause, except the first, was abandoned by the promoters, who thereupon withdrew the bill, and shortly afterwards introduced another bill with the same title, but which in fact mainly consisted of the first clause of the old bill somewhat altered, and in this shape the bill has become law. Your committee regret that the effect of recent legislation has been to cast so large an amount of business of a very varied character upon the county courts, to an extent which, in the opinion of your committee, cannot be efficiently dealt with by those tribunals.

COMMON PLEAS OF LANCASTER ACT.

A bill to authorise the appointment of district prothonotaries was introduced early in the session by Mr. West, Q.C., the Attorney-General of the Duchy. The scheme is one which the society, in conjunction with the Manchester Law Association, have laboured for many years to carry out, and your committee, therefore, at once put themselves in communication with Mr. West, and enlisted the active support of the local members. The bill passed both Houses without serious opposition, and after it became law your committee, at the request of Mr. West, and in conjunction with the Manchester Law Association, gave their assistance in settling the rules and orders, in framing which great pains have been taken to make the court as useful as possible. In these rules permission is given, for the first time, to make use of the General Post-office in certain cases, both for the service of documents and for applications for summonses, &c.

The committee have much pleasure in reporting that Mr. Paget, the honorary secretary to the society, has, on a recommendation signed by very many of the members of the profession in Liverpool, been appointed by the Chancellor of the Duchy prothonotary for this district, and the committee feel assured the appointment will meet with general approval.

The committee have pleasure in adding that the district prothonotary has taken an office in the Law Association Buildings, 13, Harrington-street.

OTHER ACTS.

By the "Bails Act, 1869," those persons, whether attorneys or not, who hold commissions for taking common law affidavits in the country are enabled to take special bail, under 4 W. & M. c. 4, and 1 & 2 Vict. c. 110, and also recognizances of every kind, and all bail as well in error as otherwise on the revenue side of the Court of Exchequer. Until other fees are authorized by the Treasury, with the approbation of three judges, the fees are the same as are now payable under the Act of William and Mary, *i.e.*, two shillings for each recognizance. But the abolition of the Absconding Debtors Act, and the alteration in the law of arrest on mesne process, made by section 6 of the

Debtors Act, 1869, will render bailable proceedings less frequent than heretofore.

By the Act "to abolish the distinction as to priority of payment between the specialty and simple contract debts of deceased persons," a substantial law reform has been effected, and a further approach made to a fusion of law and equity. Nothing could be more calculated to bring English justice into disrepute with laymen than the different modes in which the effects of a deceased have been hitherto distributed by courts of equity, according as the assets happened to be legal or equitable. It was often difficult to say to which class particular assets belonged, and there was so little real principle in the distinction that a debtor, notwithstanding his insolvency could, by a few words in his will, convert legal into equitable assets, and thus completely alter the appropriation of his property. Many an estate has been brought into the Court of Chancery simply because the executors would not take upon themselves the responsibility of distributing the assets without a judicial decision as to whether they were legal or equitable. The Act applies to the estates of persons dying on or after 1st January, 1870.

By the Evidence Act, 1869, the last remaining restrictions on the evidence of parties in purely civil proceedings are swept away; the parties in a breach of promise case being made competent to give evidence. By section 3, parties, and the husbands and wives of parties, to proceedings instituted in consequence of adultery, are made competent, provided that no witness is to be asked a question tending to show that he or she has been guilty of adultery, unless such witness shall have already given evidence in such proceedings in disproof thereof.

ADMIRALTY DISTRICT REGISTRIES.

Your committee consider that the only really satisfactory mode of administering Admiralty law in Liverpool and the large out-ports will be by district registries of the High Court, and by a judge going circuit. This opinion stands recorded in last year's report, and the committee have the satisfaction of knowing that the same view is entertained by the Liverpool Chamber of Commerce, who have issued a very able circular letter on the subject. In order to attempt to deal practically with this question, your committee prepared a draft bill, the principle of which was approved by the judge of the Admiralty Court; they then settled it, in conjunction with the committee of the Liverpool Chamber of Commerce, and the Liverpool Underwriters' Association, and with the three members for Liverpool. Having been settled by counsel, it was subsequently introduced by Mr. Graves, M.P., into the House of Commons, not with any hopes of its passing at that late period of the session, but in order to get the matter discussed, with a view to the bill being re-introduced next session. On the night fixed for the second reading (26th June), there was a "count out," and the bill fell through; but your committee hope that the attention, both of legal and mercantile bodies, having been called to the bill during the recess, it will be well supported in Parliament next session.

COUNTY COURTS ADMIRALTY JURISDICTION ACT, 1868.

Your committee assisted the assessor in framing general rules for the Court of Passage in its Admiralty jurisdiction, and also in settling a list of nautical assessors, but your committee regret that in consequence of the infrequency of the sittings of the Court, its Admiralty jurisdiction has been of necessity little resorted to. Some suggestions were also sent to Mr. Nicol of the Treasury upon the draft general orders for county courts under this Act.

REMUNERATION OF SOLICITORS.

At the request of Mr. Rathbone, M.P., your committee prepared a bill on this subject, which, after being modified in some respects in accordance with Mr. Rathbone's suggestions, was introduced by that gentleman, Mr. Morley, and Mr. George B. Gregory. The provisions of the bill are in the opinion of the committee calculated to confer great benefit upon the public and the profession. The bill, which was not printed until a few days before the recess, will doubtless be re-introduced next session, when your committee hope that it will be supported by both the profession and the public.

LOCAL JUDGES.

The appointment of Sir W. M. James to a Vice-Chancellorship of the High Court rendered the office of

Vice-Chancellor of Lancashire vacant, and the appointment of Mr. Wickens to the latter office is highly satisfactory to the profession.

Some doubt existed whether the vacancy in the office of Commissioner in Bankruptcy, upon the death of Mr. Perry, would be filled up, having regard to the intended abolition of the Court by the Bankruptcy Bill which was then in progress and has since become law. Your committee thought it very desirable that some appointment should be at once made, as the total stoppage of business consequent upon there being no Commissioner was most inconvenient and prejudicial. They therefore addressed, through the president, a letter to the Lord Chancellor, who shortly afterwards appointed Mr. Thring to the vacant office, an appointment which has met with the cordial approval of the profession. Your committee have very recently addressed a memorial to the Lord Chancellor, requesting him to exercise the power reserved under the 130th section of the new Act, by continuing a registrar in office for twelve months from 1st January, 1870, in order to wind up pending bankruptcies, instead of allowing them to be transferred to the various county courts of the district.

CONCENTRATION OF LAW COURTS IN LONDON.

On the invitation of the Incorporated Law Society of the United Kingdom, your committee took into consideration the question of the site of the Law Courts and offices in London. Your committee having come to a resolution in favour of the Carey-street site, published some observations on the subject, which were sent to the local members, and were also very extensively circulated by the London Society. Your committee are glad to find that the select committee of the House of Commons has come to the same conclusion, and they hope that no more time will be lost before commencing the erection of these much needed courts and offices.

CHANCERY OF LANCASHIRE AND COURT OF PASSAGE.

Your committee regret that the town council have not carried out their resolution of 7th October, 1868, to provide accommodation in the Town-hall for the registrars of both these courts. The attention of the Finance Committee has been frequently called to the subject, and on one occasion a deputation from your committee waited upon the Finance Committee and represented the importance of carrying the resolution into effect at once, the only immediate result of which has been that the registry of the Court of Passage has been removed into the spacious rooms at the Town-hall, lately occupied by the Town Clerk and his staff, but this arrangement is understood to be only temporary.

SITE OF LIVERPOOL COUNTY COURT.

The more the jurisdiction and business of the county court are extended the greater is the inconvenience to the profession, from its situation in Lime-street, and from its want of sufficient accommodation. Negotiations between the Treasury and the borough authorities for the purchase of a new site in Victoria-street unfortunately miscarried, but your committee have passed a resolution to the effect that it is expedient that the Court should be moved nearer to the centre of business, and that Victoria-street and the streets adjoining offer some eligible sites, and this resolution has been forwarded to the county court judges and also to the Treasury.

CLERKSHIP TO JUSTICES.

The clerkship to the borough magistrates having become vacant through the resignation of Mr. Wybergh, the society at a special meeting took the opportunity of recording their opinion that the office ought to be filled by an attorney.

ATTORNEYS AS MAGISTRATES.

Your committee rejoice that the stigma which so long attached to practising attorneys, namely, that they were considered unfit to be put on the Commission of the Peace, has been removed as regards boroughs in this county. Three practising attorneys, all members of this society, have been placed on the commission for Liverpool since the last annual report,—one of them, Mr. Edward Whitley, by the Chancellor of the Duchy under the late Government, and the other two, Mr. Clarke Aspinall and Mr. P. F. Garnett, by the present Chancellor.

MATTERS RELATING TO ATTORNEYS.

A rule *nisi* for striking the name of a Liverpool attorney off the rolls has been obtained since the last report by the

Law Society of the United Kingdom, upon evidence obtained through your committee.

Another case of grave misconduct by a Liverpool solicitor having been brought to the attention of your committee since this society was incorporated, your committee thought proper, acting under the advice of counsel, to petition the Court of Chancery in the name of the society, and the Court made an order suspending the solicitor from practising for ten years.

TIMPRON MARTIN AND ATKINSON PRIZES.

The council of the Law Society of the United Kingdom reported last Michaelmas Term that the examiners had certified that there was no candidate from Liverpool or Preston in the year 1868 who was in their opinion entitled to honorary distinction, and that the gold medals of Mr. Martin and Mr. Atkinson had been withheld.

The PRESIDENT, in moving the adoption of the report, stated that during the last session of Parliament a great many measures had been considered to some extent affecting the legal profession, and, undoubtedly, seriously affecting the interests of the community. In reference to the Bankruptcy, the Debtors', and the Bankruptcy Repeal Acts of 1869, the committee had arrived unanimously at the conclusion that the existing state of the law was such that any alteration must almost of necessity be an amendment. Many of the alterations were of great importance, and some of them the committee had criticised with considerable severity. Various suggestions were made by the committee; and whilst some of them had been rejected, others had been introduced into the bills, and passed into law. Having detailed the proceedings taken by the committee in reference to the Admiralty Jurisdiction County Courts Act, the president observed that they objected to the bill on the ground that the county courts were not adapted or, at all events, they were so much occupied by other business that it was not desirable their practice in the direction of Admiralty cases should be extended; and whilst not objecting to the contents of the bill itself, they thought a better tribunal might have been established. The Common Pleas of Lancaster Act, they were glad to have the opportunity of saying, had become law, mainly through the exertions of Mr. West, the Attorney-General of the Duchy, and was likely to prove a great boon to the profession at large and to the public. In a few days the Act would come into active operation and the court would be one similar in jurisdiction to a certain extent, and in action entirely, to the Superior Courts of Law at Westminster. He felt great personal gratification that he had the honour to be the president of the society at a time when one of the most substantial boons to the profession in this county had been conceded; and he hoped they would avail themselves of it, and show their appreciation of what the committee had obtained for them. When the bill was on the verge of passing, being apprehensive that the prothonotary might be made a mere political appointment, and that, as had happened before, a gentleman who would not be acceptable to the profession might be thrust upon them, to the injury of both the profession and suitors, a deputation went to Lord Dufferin and urged upon his lordship the vast importance of appointing some one who would be acceptable to the profession. The deputation had every reason to be grateful to his lordship for the way in which they were then treated, and still more so for the substantial result which had followed from the interview. On the return home of the deputation it was suggested that Mr. T. E. Paget, the honorary secretary of that society, would suit the office very well, and a recommendation from the profession at large in Liverpool, that the appointment of that gentleman would be very acceptable to them, was thereupon transmitted to Lord Dufferin. Lord Dufferin had appointed their excellent friend Mr. Paget, and in the course of a few days the court would be opened. The president then referred at length to the question of Admiralty district registries, expressing his conviction that as one-third of the Admiralty business of the kingdom went from Liverpool there was ample scope for a registry here. He thought, also, that the county court was not a proper court to have Admiralty jurisdiction; and regretted that the Assessor of the Court of Passage, instead of holding six or seven sittings, would only consent to hold five annually, and that, too, for a large increase of salary. The only way of solving the difficulty was by establishing a district

registry, and the committee, with the assistance of others, had already laid the basis for legislation to that end. In conclusion, the president said the committee had attended most sedulously and industriously during the past year, and he hoped their labours would tend to the benefit of the whole community.

Mr. M. J. HORE, vice-president, said he had very great pleasure in seconding the adoption of the report.—Carried unanimously.

On the motion of the Chairman, seconded by Mr. A. T. Squarey, the treasurer's statement for the past year was unanimously approved.

Mr. TIMPRON MARTIN then moved, "That the cordial thanks of the society be presented to the officers and committee for their services during the past year, and that the members regret that they will lose the able services of Mr. Paget, the hon. secretary. At the same time they congratulate him upon his appointment as District Prothonotary of the Common Pleas at Lancaster." From the internal evidence of the report, it appeared that the labours of the committee during the past year had been of a very onerous character, and he thought they would all agree with him that the thanks of the society were eminently due to the president and his colleagues on the committee. (Hear, hear.) The president had very properly and very feelingly referred to the services of Mr. Paget, and he was sure they all felt gratified at that gentleman's appointment to the position he was so shortly about to fill.—The motion was carried by acclamation.

The PRESIDENT, in acknowledging the vote, said he felt very much indebted to all those with whom he had been associated during his year of office for their kindness to him, and he could bear his personal testimony to the ready zeal and vigorous action of every member of the committee. It was a high source of gratification to him to feel that he had gained and kept the respect of his professional brethren.

Mr. M. J. HORE, vice-president, acknowledged the compliment.

Mr. T. E. PAGET, who was received with general applause, said the society, by the vote which they had just passed, had added one more to the many favours which he had received at the hands of his professional brethren in this town. He had already had an opportunity of thanking those gentlemen whom he was most frequently in the habit of meeting round the table at the board-room, for the hearty way in which they came forward to assist him to obtain the office; and he could assure them that if it had not been that members of the profession and of that society urged him, in the first instance, to apply for the appointment, he should never have dreamed of doing so. Thanks, however, to the hearty support he had met with from the profession, the office of district prothonotary had been conferred upon him. He would assure them that the duties of the office appeared so important, and the powers attached to it so great, that he should have hesitated in accepting the post had he not felt confident of the kind consideration of the profession being extended towards him while he held it. After stating that he had been so fortunate as to secure the services of Mr. Hodges, who had been for many years in the Court of Passage, to assist him in his court, and expressing his obligations to his friend Mr. Fleet for many kind and most valuable suggestions, Mr. Paget briefly alluded to the arrangements of his new office. He then bore his testimony to the earnest way in which the committee had discharged their duties during the past two years, and said as long as they could get gentlemen in the foremost ranks of the profession to devote their most valuable time, and give the benefit of their experience to the management of the affairs of the society, so long they would not want an efficient secretary to do the ordinary routine work, and to assist them in extending and widening the influence which the society now possessed.

Mr. TIMPRON MARTIN moved, "That the strongest representations be made to the Lord Chancellor of the necessity for keeping open the Court of Bankruptcy for the Liverpool district for at least twelve months from the 1st of January next; and that it will be most inexpedient for the proceedings in the several bankruptcies then subject to the jurisdiction of that court, or the books and papers relating thereto, should be deposited in London." He believed that at present it was not the intention of the Lord Chancellor to order what the resolution suggested,

but that arrangements would be made for transmitting to London the files of the bankruptcy estates; and as that course in the case of current estates would be a most inconvenient proceeding, he trusted the resolution would be passed.

Mr. F. D. LOWNDES said he had great pleasure in seconding the resolution, but he must state that he could hardly credit the rumour which had been referred to. It would be such an act of transparent folly to take the papers from Liverpool to London, where they would be next door to useless, that he was quite sure, if the matter were represented to the Lord Chancellor, and to the chief judge of the Court of Bankruptcy, they would see the inadvisability of pursuing such a course.

The resolution was carried unanimously.

The society then proceeded to the election of seven members of the committee, when the following gentlemen were chosen:—Messrs. Hore, Bird, and Gill, re-elected; and Messrs. Albert Wright, J. O. Jones, J. E. Gray-hill, and Timpron Martin, new members.

Mr. R. A. PAYNE said he wished to inform the society that at the meeting of the Metropolitan Law Association, held at York lately, it was the unanimous opinion of those present that it would not be improper for any professional man to accept, under the new bankruptcy law, the office of trustee, and to receive his fees, not as *quasi* attorney, but as *quasi* trustee.

Mr. Peter Wright, as one of the oldest members of the profession in this town, moved a vote of thanks to the president for his conduct in the chair, and said he was proud to see Mr. Yates filling such a position as that of the head of the Incorporated Law Society of Liverpool.

Mr. THOMAS AVISON seconded the motion, which was carried by acclamation.

The PRESIDENT having acknowledged the compliment the proceedings ended.

We understand that since the annual meeting Mr. Maurice John Hore (late Vice-President) has been elected President, and Mr. J. H. E. Gill, Vice-President, of the society; and that Mr. E. W. Bird has been re-elected Treasurer, and Mr. A. T. Wright has been elected Secretary.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society, held on Tuesday, 9th November instant, Mr. E. C. Harvie, in the chair, the following question was discussed:—"Legal mortgage to M. Building Society; second mortgage to A. without notice of first. L. Building Society, without notice of second mortgage, pay off M. Society, get the title-deeds, procure receipt under 6 & 7 Will. 4, c. 32, s. 5, to be endorsed on first mortgage, and obtain mortgagor's execution of a mortgage to them to secure amount paid to M. Society. Are L. Society entitled to priority over A. for amount paid by them?" The debate was opened by Mr. Butterworth in the affirmative, and after an interesting discussion the question was decided in the negative by a majority of two. The number of members present was twenty-three. Two new members were elected, and two gentlemen proposed as members.

The *Bookseller* may be described as the organ of the book-world of England. It contains complete lists of all new and standard works; it reveals the operations of the whole publishing trade every month; and it is, moreover, enriched by short articles of intelligence, interesting and valuable to all readers and lovers of books, and careful little notices of new works of importance.—*The Home News*.

OUR ANCESTORS AS LEGISLATORS.—Upwards of two centuries since the following, amongst other Standing Orders, were printed, the first bearing date May 17, 1614:—"Ordered,—That this House shall sit every day at seven o'clock in the morning, and enter into the great business at eight, and no new motion to be made after twelve. Ordered,—That so soon as the clock strikes twelve Mr. Speaker do go out of the chair, and the House shall rise; and that, in going forth, no member shall stir until Mr. Speaker do go before, and then all the rest shall follow. Whosoever shall go out of the House before Mr. Speaker shall forfeit ten shillings, but that the reporters may go first. Ordered,—That no member of the long robe do presume to plead any cause at the bar of the House of Lords without leave." In 1693: it was "Ordered,—That no member of the House do presume to smoke tobacco in the gallery, or at the table of the House, sitting at committees."

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Michaelmas Term, 1869.

The intermediate and final examination of candidates took place on the 9th, 10th, and 11th inst., at the hall of the Incorporated Law Society, Chancery-lane, London.

The examiners were the Master Benett, of the Court of Common Pleas, Mr. A. W. White, Mr. F. T. Bircham, Mr. John Young, Mr. J. M. Clabon, and Mr. R. B. Upton.

QUESTIONS.

I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. Can an oral agreement to hire a servant for one year, to commence a week after making the agreement, be enforced? and give the reason for your answer.
2. By, and against whom, should actions be brought to recover debts owing to or contracted by a married woman before her coverture; and what is the effect of the death of the wife, as regards the rights and liabilities respectively of the husband with reference to such debts?
3. Who is the party primarily liable on a bill of exchange, and to what other party or parties should notice of dishonour be given?
4. What are the principal provisions of the summary procedure on Bills of Exchange Act?
5. Can the administrator of a sole executor, who dies intestate, sue for a debt due to the executor's testator; and if not, what should be done to clothe some person with power to sue? Would the case be different if there were an executor of the deceased executor?
6. State generally under what circumstances a master is, or is not, liable for the acts of his servant?
7. Is parol evidence admissible to alter or explain the effect of a written agreement under any, and, if any, what circumstances?
8. State the circumstances under which oral, or other secondary evidence of the contents of a written instrument can, or cannot, be given in a trial?
9. What is long, and what short notice of trial, and what is a sufficient countermand of notice of trial?
10. What step should be taken on the part of the plaintiff, when the defendant keeps out of the way, and avoids service of a writ of summons?
11. What is an interpleader; what the course of proceeding in an interpleader; and what is the most usual occasion for its adoption?
12. For what period does a writ of summons remain in force, and what step should be taken to keep it in force, if it cannot be served within such period?
13. What is a distress; and how is a distress for rent made?
14. What is an action of replevin?
15. Describe shortly the several usual proceedings in an ordinary action at law, to recover the price of goods sold.

II.—CONVEYANCING.

1. What is an estate of inheritance?
2. Give the usual form of limitations by which an estate can be settled by deed on A. B. for life, with remainder to his first and other sons successively in tail male.
3. A. B. dies intestate, leaving a widow and three children surviving him; in what proportions is his personal estate distributable between them?
4. If you were selling, in several lots, an estate held under one set of title deeds, what arrangement should you make in the conditions of sale with reference to the future custody and inspection of such title deeds?
5. What is the difference between a legal and an equitable estate in real property? Give an example.
6. Does the receipt of rent by a landlord, after notice of a breach of covenant by his tenant, amount to a waiver of the right of re-entry?
7. What are the essentials to a valid execution of a will under 1 Vict. c. 26?
8. Can a husband dispose of his wife's reversionary chose in action against her will?
9. Can the trustees of an ordinary power of sale sell the surface of lands, reserving the minerals, when the power contains no express authority to that effect?
10. When was the Succession Duty Act passed, and how does it affect the title to real property?

11. What is the mode of barring entails in copyholds since the 3 & 4 Will. 4, c. 74?

12. If a mortgagor desires to pay off a mortgage, must he give any, and what, notice to the mortgagee?

13. By what means can the freehold estates of a married woman be now conveyed?

14. What length of adverse possession will create a good title to lands; and does it make any, and what, difference, if the original owner was a minor when the adverse possession commenced?

15. A. B. makes a voluntary settlement of his lands on his children, and subsequently sells and conveys the same lands to a purchaser for valuable consideration, the purchaser having full notice of the voluntary settlement. Will the purchaser hold the lands free from the trusts of the voluntary settlement?

III.—EQUITY AND PRACTICE OF THE COURTS.

1. Name some of the principal classes of cases in which courts of equity exercise jurisdiction.
 2. Recapitulate some of the general maxims of equity, and give the meaning of each.
 3. Is there any, and what, distinction in the action of Courts of Equity when invited to relieve against mistake in matter of fact and mistake in matter of law?
 4. Define constructive fraud, and instance cases coming within it. How do Courts of equity regard such cases, and what jurisdiction do they exercise respecting them?
 5. Define an express trust—an implied trust—a resulting trust—a constructive trust—and give an instance of circumstances under which a constructive trust would be considered as arisen.
 6. Equity forbids parties standing in certain relations from becoming purchasers of, or acquiring interests beneficial to themselves in the property respecting which those relations exist. Mention some of the relations in respect of which this prohibition operates, and state on what principle it rests? And how you would get a case deserving such exception excepted from the operation of the general rule?
 7. Letters passing between a proposing vendor and purchaser may, in one case, operate as a binding agreement of sale and purchase, and in another case, may not do so. Illustrate this position by instancing what letters must contain in order to operate to the former extent, and by what omission, &c., they may fall short of it.
 8. Explain the difference between legal and equitable assets, and state the order in which assets for the payment of debts are administered under a decree.
 9. Explain what is meant by the marshalling of assets. Give an example.
 10. A., B., and C., have successively mortgages of the same property, A. having the legal estate. Subsequently C. takes a transfer of A.'s security, including the legal estate. Then B. seeks to redeem the first mortgage only. Will a Court of equity in any, and what, case aid him, and in any, and what, case decline?
 11. What is meant by marshalling of securities. Give an example.
 12. Explain the doctrine of election, and give an instance of its operation.
 13. A female infant possessed of reversionary personality, is about to be married, and a settlement of such personality in contemplation of the proposed marriage is desired; can, and will a Court of equity aid in affecting a valid settlement? and what constitutes the peculiarity of the case?
 14. Enumerate the several modes of commencing proceedings in chancery, and instance a case to which each respective mode is applicable.
 15. Enumerate the several modes of defending a suit in chancery, and instance the circumstances in which each respective mode is applicable.
- #### IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.
1. What are the requisites necessary to obtain an adjudication of bankruptcy against a trader at the instance of a creditor?
 2. State the acts of bankruptcy which may be committed by a trader, and those which may be committed by a non-trader.
 3. Can a debtor obtain adjudication against himself, and if so, how?
 4. Give some account of the judgment debtor summons, and how adjudication can be obtained thereunder, and the like as to trader debtor summons.

5. How are debts proved in bankruptcy; and must the debt be due in respect of which the proof is sought to be made, whether the consideration be a running bill of exchange, or goods sold upon credit which has not yet expired?

6. What are the remedies as to right of proof for sureties and persons liable for the debts of a bankrupt?

7. What remedy has the obligee in a bottomry or *respondentia* bond, or the assured in any policy of assurance, against the bankrupt's estate?

8. Is an annuity creditor entitled to prove, and if so, how is the amount of his proof ascertained?

9. Are the rights and remedies of a mortgagee affected if the mortgagor become bankrupt, and if so, how?

10. Give some account of the doctrine of order and disposition.

11. How can a bankrupt obtain his order of discharge, and what is the effect thereof when obtained?

12. State some grounds of objection to the bankrupt obtaining his order of discharge.

13. State some of the offences in respect whereof a bankrupt may be indicted.

14. How is the change effected from bankruptcy to arrangement—Bankruptcy Act, 1861, s. 185, *et seq.*?

15. State what are the requisites in trust deeds for the benefit of creditors', composition, and inspectorship deeds, executed by a debtor—s. 192, *et seq.*

V. CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

1. Into what classes may criminal offences be divided? and give a general description of each.

2. Mention the principal courts of criminal jurisdiction in England.

3. To which of the superior courts is the jurisdiction over crimes and misdemeanours confined, and by what different proceedings is the jurisdiction chiefly put in motion?

4. What is the nature and jurisdiction of the Court of Quarter Sessions, and how many justices must be present to hold a court?

5. What is the Court of Petty Sessions? State its nature, jurisdiction, and mode of proceeding.

6. When a person accused of any criminal offence is arrested, what course should be pursued to bring him to trial.

7. For what length of time may a prisoner be remanded before a magistrate?

8. Define the crime of larceny.

9. Is it any, and what, offence to destroy a will in the testator's life time.

10. Is it felony or misdemeanour (state which) to cancel, or obliterate the title deeds of another man's land, and, if so, under what statute?

11. Is a bailee converting goods to his own use guilty of larceny?

12. Define the offence of forgery.

13. Will the alteration of a genuine instrument amount to forgery, and if so, under what circumstances?

14. If a man draw a bill of exchange on a fictitious person, and accept the bill in the name of such person, is that an offence, and if so, of what character?

15. What are the principal recent statutes as to the consolidation and amendment of the criminal law?

ANSWERS TO QUESTIONS AT THE FINAL EXAMINATION FOR MICHAELMAS TERM, 1869.

I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

(By E. A. C. SCHALCH, Barrister-at-Law.)

1. No. It cannot be enforced, because the 5th clause of section 4 of the Statute of Frauds enacts that no action shall be brought "upon any agreement that is not to be performed within the space of one year from the making thereof," unless the agreement be in writing, and signed by the party to be charged or by his agent.

2. Actions for debts owing to, or contracted by, a married woman before coverture, must be brought by or against the husband and wife jointly. By the death of the wife the husband's rights as regards such debts vest in him alone, as administrator of his wife. His liability to such debts ceases except to the extent of the property to which he becomes entitled as his wife's administrator.

3. The party primarily liable upon a complete bill of exchange is the acceptor. Notice of dishonour must be given by the holder to all prior endorsers and the drawer, if the holder wish to hold them liable.

4. The Act is 18 & 19 Vict. c. 67. It enables a plaintiff

suing on a bill of exchange, promissory note, or cheque, within six months of the time within which it has become due, to obtain a writ in a special form, warning the defendant that unless within twelve days he obtains leave to appear and defend the action, and does appear and defend, judgment may be signed against him. This writ is endorsed with a copy of the bill, &c., sued upon. Leave may be obtained at judges' chambers by the defendant to appear and defend, if he shows by affidavit that he has a defence to the action, or if he pays as security into court the amount claimed. The expenses of noting a bill may be recovered in the action. There are some other provisions in the Act of minor importance. The chief peculiarity of the procedure is that the defendant has to obtain leave to appear and defend. Unless he does so judgment may be signed against him. In other cases the defendant has a right to appear without any leave.

5. No. The representation of the executor's testator is not continued by the executor's administrator. In order to sue for the debt administration to the testator's estate *de bonis non* must be obtained. The executor's administrator might, of course, also become the administrator of the testator, but a separate administration must be obtained. The executor's executor would continue the representation of the testator, and in that case no administration to the testator need be taken out; and such executor's executor could sue for a debt due to the testator.

6. *Prima facie* one person is not liable for the acts of another. A master may, however, be liable for the torts of his servant if they are committed by the servant in the execution of the master's business, and in the ordinary course of the servant's employment. This liability depends upon the maxim *respondent superior*, and exists where the wrongful act has not been authorised by the master. If the wrongful act is authorised by the master, then it is the master's act as much as if it had been done by his hand, and his liability does not depend upon the relation of master and servant as in the former case, but upon the rule of law *qui facit per alium facit per se*. A master is liable for the contracts of his servant only when he has expressly or impliedly authorised them.

7. Generally parol evidence is not admissible to alter or explain the effect of a written agreement. It may, however, be admitted—(1) to show fraud; (2) to show that the writing was subject to a condition precedent; (3) to explain the meaning of words, as if the agreement is in a foreign language, or in technical terms, or in cypher, or in language that has a special meaning by virtue of some usage of trade. Parol evidence is also admissible to add incidents to agreements when not contradicting the written terms if by usage such incidents are understood always to form part of such agreements; (4) to show the character in which a party has contracted, as if an agent or a surety. There are, besides, two or three other cases in which courts of equity admit verbal evidence to vary written contracts.

8. Generally oral evidence of the contents of a written document cannot be given. The exceptions to the rule are (1) when the document is destroyed or lost; (2) when its production is physically impossible or highly inconvenient; (3) when the document is in the possession of the adverse party who, after notice, refuses to produce it; (4) when it is in the hands of a third party who is not compellable by law to produce it, and who, being called as a witness upon a *subpoena duces tecum*, relies upon his right to withhold it; (5) when the law raises a strong presumption in favour of the existence of the document; (6) when the papers are voluminous; (7) when the question arises upon the examination of a witness on the *voir dire*.

9. Ten days is a long, and four days a short, notice of trial. By section 98 of the Common Law Procedure Act, 1852, "a countermand of notice of trial shall be given four days before the time mentioned in the notice of trial, unless short notice of trial has been given, and then two days before the time mentioned in the notice of trial, unless otherwise ordered by the Court or judge, or by consent."

10. The plaintiff should proceed under section 17 of the Common Law Procedure Act, 1852, by which the service of a writ of summons shall be personal where practicable, "but it shall be lawful for the plaintiff to apply from time to time, on affidavit, to the court out of which the writ issues, or to a judge, and in case it shall appear to such Court or judge that reasonable efforts have been made to effect personal service, and either that the writ has come to the knowledge of the defendant, or that he wilfully evades service of

the same, and has not appeared, it shall be lawful for such Court or Judge to order that the plaintiff be at liberty to proceed as if personal service had been effected."

11. An interpleader is a suit between two persons who claim property in the hands of a third person who claims no interest himself in such property. When rival claims by two persons are made on such third person, he can, after one of the claimants has commenced an action against him, obtain a judge's order calling on the two claimants to interplead—i.e., to try between themselves the question which of them is entitled to the property. This question most frequently arises when goods seized in execution are claimed by some person who alleges that he, and not the judgment-debtor, is entitled to them. The sheriff, who, of course, has no interest himself in the goods, then can require the judgment-creditor and the claimant of the goods to interplead.

12. An ordinary writ of summons remains in force for six months. Writs can be renewed at any time while they remain in force for a further period of six months by being marked with a seal under section 11 of the Common Law Procedure Act, 1852.

13. A distress for rent service (there are other kinds of distress) is a seizure by a lessor of goods on land demised to obtain payment of rent due for such land. A distress is made by the seizure by the landlord or his agent of the goods on the demised land. If the tenant does not pay the rent, the goods seized may be sold, but the formalities required by 2 W. & M. ss. 1, c. 5, must be observed. The goods may be sold after five days notice, and after a proper appraisement as therein provided, and for the best price. The surplus, if any, after the sale of the distress, ought to be left in the hands of the sheriff. On payment of the rent and expenses the tenant is entitled to have the distrained goods returned to him.

14. An action of replevin is an action to recover goods distrained. A tenant whose goods have been distrained can obtain from the registrar of the county court a re-delivery of the goods distrained upon giving security that the tenant will commence and prosecute an action against the distrainer for a wrongful distress. The chief peculiarity of the action is that the plaintiff can obtain possession of goods alleged to be wrongfully taken before the action for such alleged wrongful taking is commenced. The object of the action is to test the legality of the distress.

15. The plaintiff commences by issuing a writ which ought to be specially indorsed with the amount and particulars of the plaintiff's claim. The defendant appears. The plaintiff declares, the defendant pleads, and the plaintiff joins issue. The cause then goes to trial, and if the plaintiff obtain a verdict he can sign judgment, and is then entitled to issue execution for the amount thereof unless the defendant pays it. If there is a demurrer in the pleadings it has to be decided by the Court in banc.

II.—CONVEYANCING.

(By H. N. MOZLEY, Barrister-at-Law.)

1. An estate of inheritance is an estate which is limited to a man and his heirs, or to a man and the heirs of his body.

2. "Unto and to the use of the said A. B. and his assigns for his life, without impeachment of waste, and from and after the decease of the said A. B. to the use of the first and every other son of the said A. B. successively, according to their respective seniorities, and the heirs male of their respective bodies.

3. The widow of A. B. will take one-third of his estate, and the three children will take the remaining two-thirds in equal shares. Thus the children will take each two-ninths of A. B.'s estate.

4. The arrangement to be made will appear from the following form given in Davidson, 2nd ed. vol. 1 p. 560:—

"The purchaser of the largest part in value of property held by the same title shall be entitled, after the completion of the sale of all such property, to the custody of the muniments of title composing the same, and shall enter into the usual covenants with the purchasers of the other parts of the same property for the production and furnishing copies of such muniments, such covenants to be prepared by and at the expense of the purchasers requiring the same. If any part of such property shall not be sold at this sale, the vendor shall retain the said muniments until all such property shall be sold, and the purchasers of the lots sold

shall in the meantime be entitled, at their own expense, to the production of such muniments, and to copies of them, but not to a covenant for that purpose. The vendor will retain such muniments of title as relate to any of the property offered for sale, and also to other property not included in the sale, and will enter into the usual covenants with the purchasers for the production and furnishing copies thereof, such covenants to be prepared by and at the expense of the purchasers requiring the same, and to be made determinable on the vendor parting with the same muniments, and procuring (without expense to the purchasers) the person or persons to whom the same shall be delivered to enter into similar covenants with the purchasers or the persons for the time being entitled to the benefit of the vendor's covenants."

5. A legal estate in real property is an estate to which the owner is entitled in contemplation of a court of law, as distinguished from equity. An equitable estate is an estate to which the owner is entitled in contemplation of the Court of Chancery which administers equity.

Thus where land is vested in A. in trust for B., A., the trustee, has the legal estate, which he can maintain in a court of law; and he is accordingly entitled to receive the rents and profits; but B., the *cestui que trust*, is able, by virtue of his estate in equity, to oblige his trustee to come to an account, and hand over the whole of the proceeds.

6. The receipt of rent by a landlord after notice of breach of covenant by his tenant does in general amount to a waiver of the right of re-entry, assuming that the lease provides that upon breach of the condition it shall be lawful for the lessor to re-enter, and not that the lease shall cease, determine, and become utterly void and of no effect. It was observed by Lord Mansfield, in *Goodright v. Davids* (Cowper, 803)—"To construe this acceptance of rent, due since the condition broken, a waiver of the forfeiture is to construe it according to the intention of the parties. Upon breach of the condition the landlord had a right to enter. He had full notice of the breach, and does not take advantage of it; but accepts rent subsequently accrued. That shows he meant the lease should continue. Cases of forfeiture are not favoured in law, and where the forfeiture is once waived the Court will not assist it." (See *Smith's Landlord and Tenant*, 140—150, and cases there cited.)

7. The essentials to the valid execution of a will under the 1 Vict. c. 26, are that it shall be in writing, and signed at the foot or end thereof by the testator, or by some other person in his presence and by his direction; and such signature shall be made or acknowledged by the testator, in the presence of two or more witnesses, present at the same time; and such witnesses shall attest, and shall subscribe the will in the presence of the testator.

8. A husband cannot dispose of his wife's reversionary chose in action against her will, so as to deprive her of the enjoyment of it in the event of the marriage being dissolved in her lifetime, whether by divorce or death of the husband.

9. It was decided in *Buckley v. Howell* (29 Beav. 546) that the ordinary power of sale and exchange contained in settlements does not authorise the trustees to sell the lands with a reservation of the minerals. But now, by statute 25 & 26 Vict. c. 108, it is provided that every trustee and other person authorised to dispose of land by way of sale, exchange, partition, or enfranchisement, may, with the sanction of the Court of Chancery, to be obtained on petition in a summary way, dispose of the land without the minerals, or of the minerals without the land, unless forbidden so to do by the instrument creating the trust or power (Williams on Real Property, 8th ed. p. 298).

10. The Succession Duty Act (16 & 17 Vict. c. 51) was passed in the year 1853. By section 42 it is provided that the duty imposed by the Act shall be a first charge on the interest of the successor, and of all persons claiming in his right, in all the real property in respect whereof such duty shall be assessed.

11. By section 50 of the Fines and Recoveries Act (3 & 4 Will. 4 c. 74) all the previous clauses in the Act, so far as the circumstances and the different tenures admit, apply to lands held by copy of court roll, except that a disposition by a tenant in tail whose estate is an estate at law, must be made by surrender, and except that a disposition by a tenant in tail whose estate is merely an estate in equity, may be made either by a surrender or by a deed, and except so far as such clauses are otherwise altered or varied by the clauses which follow.

Sections 51 and 52 have reference to the protector's consent; section 53 to equitable estates tail in copyholds.

By section 54, the surrender or the memorandums or a copy thereof, or the deed of disposition, or the deed of consent to the disposition, need not be enrolled otherwise than by entry on the court rolls.

A disentailing deed of copyholds must be entered on the court rolls within six months after the execution thereof; otherwise it will have no operation under the Act. (See *Honeywood v. Foster*, No. 1, 9 W. R. 855, 30 Beav. 1, *Gibbons v. Shape*, 11 W. R. 1087; *Smith's Real and Personal Property*, 754-756.)

12. A mortgagor must, after default made by him in payment of the money according to the proviso in the mortgage deed, give the mortgagee six calendar months' notice of his intention to pay off the mortgage, unless the mortgagee has taken any steps to demand payment (*Coote on Mortgages*, 528).

13. The freehold estate of a married woman may be conveyed by deed acknowledged by her according to the Fines and Recoveries Act (3 & 4 Will. 4, c. 74, s. 77).

14. Twenty years' adverse possession will create a good title to lands. If the original owner was a minor when the adverse possession commenced, he will have ten years after coming of age to bring his action to recover the land (3 & 4 Will. 4, c. 27, ss. 2, 16).

The above answer assumes that the original owner held the lands in fee simple. If the original owner had a more limited interest, as for instance a life interest, the adverse possession will not avail as against the successor to the original owner.

15. The purchaser will hold the lands free from the trusts of the voluntary settlement (27 Eliz. c. 4; *Doe v. Manning*, 9 East, 59).

III.—EQUITY AND PRACTICE OF THE COURTS.

(By H. N. MOZLEY, Barrister-at-Law.)

1. Some of the principal classes of cases in which Courts of equity exercise jurisdiction are the following:—

- a Cases of trusts.
- b Administration of estates of testators and intestates.
- c Cases having reference to the separate estates of married women.
- d Cases of fraud, accident, and mistake.
- e Partnership, and cases of account.
- f Cases where a plaintiff seeks specific performance of an agreement under circumstances where damages at law would not be an adequate compensation.
- g Proceedings in the winding-up of joint-stock companies.

2. The following are some of the principal maxims of equity jurisprudence:—

a No right without a remedy.
This maxim must be understood as referring exclusively to rights capable of being judicially enforced without occasioning a greater detriment than would result from leaving them to be disposed of *in foro conscientiae*. And it must also be understood to refer to cases where the party who is remediless at law has not lost his remedy by his own act or laches, and where there is no equal or superior adverse right.

b Equity follows the law.

The true meaning of this maxim is that equity is governed by legislative enactments and rules of law in regard to legal estates, rights, and interests, and by the analogy thereto in reference to equitable estates, rights, and interests, where such analogy plainly subsists, and where there are no peculiar circumstances rendering it necessary to deviate from this rule, or creating an equitable obligation in one of the litigant parties, and a corresponding equitable right in another.

This maxim does not apply to the case of a trust executory, which, as opposed to a trust executed, is a trust not finally or formally declared by the instrument creating it, but intended to be so declared by some future instrument.

c *Vigilantibus, non dormientibus, equitas subvenit.*

The meaning of this maxim is, that equity discountsenances laches, and, independently of any Statutes of Limitation, has refused to interfere where there has been gross laches in prosecuting rights, or long and unreasonable acquiescence in the assertion of adverse rights.

d Where there is equal equity the law must prevail.

In other words, if the defendant has a claim to the protection of a Court of equity equal to the claim which the plaintiff has to the assistance of the Court, there the Court

will not interfere, but will leave the matter as it stands (*Smith's Manual of Equity*, 7th ed. p. 10, *et. seq.*).

3. In regard to mistakes in matters of law, it is a maxim that *ignorantia legis non excusat*. But where the mistake is one of title, arising from ignorance of a principle of law of such constant occurrence as to be understood by the community at large, this is considered sufficient to afford a presumption of undue influence, misrepresentation, mental imbecility, surprise, or confidence abused, so as to entitle the party to relief.

In regard to mistakes as to matter of fact, relief will be granted on the same presumption where the mistake is unilateral, and the fact was material to the act or contract, and was not doubtful from its own nature, and was a fact which would not be ascertained by such diligence or care as is usual in transactions of the like nature, and of which the other party was under a legal obligation to inform the mistaken person.

Where the mistake is mutual the transaction will be binding, except it was founded in a mutual surprise; or the mistake consists in supposing that the subject-matter of the contract existed, when in reality it was not in existence; or the mistake consists in one party supposing that he had purchased something which the other did not intend to sell; or the mistake is the result of a miscalculation by the defendant's agent in favour of the defendant (*Carpmael v. Powis*, 10 Beav. 36; *Smith's Manual of Equity*, 7th ed. 44, 45).

4. Constructive frauds are acts, statements, or omissions, which operate as virtual frauds on individuals, or, if generally permitted, would be prejudicial to the public welfare, and are not clearly resolvable into mere accident or mistake, and yet may have been unconnected with any selfish or evil design.

The following are instances of constructive frauds:—

a Agreements entered into as a reward for using influence over another, to induce him to make a will for the benefit of the obligor.

b Where a child recently after attaining majority makes over property to the father without adequate consideration, equity will set aside the proceeding as a constructive fraud, unless the father can show that the child was a free agent, and had adequate and independent advice.

Courts of equity treat proceedings tainted with constructive fraud as voidable and not void.

5. An express trust is a trust which is clearly expressed by the author thereof, or may fairly be collected from a written document (*Smith's Manual of Equity*, 7th ed. p. 113).

An implied trust is a trust which is founded in an unexpressed, but presumable, intention (*Smith's Manual of Equity*, 7th ed. p. 147).

A resulting trust is a trust the benefit of which results to the author of the trust or his representatives, owing to the trust being or becoming incapable of taking effect.

A constructive trust, as distinguished both from express and from implied trusts, may be defined to be a trust which is raised by construction of equity, in order to satisfy the demands of justice, without reference to any presumable intention of the parties.

A constructive trust may arise where a person who is only joint owner, acting *bona fide*, permanently benefits an estate by repairs or improvements; for a lien or trust may arise in his favour in respect of the sum he has expended in such repairs or improvements.

6. An agent or solicitor employed to sell cannot purchase from his principal unless he make it properly clear that he furnished his employer with all the knowledge which he himself possessed (*Lovther v. Lovther*, 13 Ves. 95; *W. & T. Lead. Cas. Eq. 3rd ed. 143*).

Assignees of a bankrupt cannot purchase his property (*W. & T. 3rd ed. 148*, and cases there cited).

Executors or administrators are not permitted to purchase for themselves any part of the assets of the testator or intestate (*W. & T. 3rd ed. 147*, and cases there cited).

A trustee cannot be allowed to purchase the trust property from his *cestui que trust*. Similarly a receiver or agent employed by a trustee in managing a suit cannot purchase (*W. & T. 3rd ed. 139, 140*, and cases there cited).

The principle of this prohibition is stated by Lord Eldon, in *Ex parte Lacey* (6 Ves. 627):—"Though you may see in a particular case that the trustee" (or person standing in a fiduciary relation) "has not made advantage, it is utterly impossible to examine upon satisfactory evidence whether

he has made advantage or not." The trustee or person standing in a fiduciary relation has knowledge which the other party has not. Besides which, it is difficult for a person to observe properly the fiduciary relation if he appears in the same transaction in another character.

It is possible for a party standing in one of the relations above mentioned to take any particular case out of the general rule in regard to such purchases, by dealing at arm's length with the other party. Thus, a trustee desirous to purchase the property of his *cestuis que trust* might do so by handing over the trust to another person and fully disclosing all the circumstances, so as no longer to stand in the position of trustee. If, however, any of the parties interested are under disability, he cannot do this without leave of the Court (Lewin on Trusts, 4th ed. 339). And so with other persons placed in fiduciary positions.

7. If, upon a treaty for sale of an estate, the owner writes a letter to the person wishing to buy it, stating that if he parts with the estate it shall be on such and such terms (specifying them), and such person, upon receipt of the letter, or within a reasonable time after it, accept the terms mentioned in it, there will be a binding agreement between the parties. The letters will not constitute an agreement unless the answer to the offer is a simple acceptance, without the introduction of any new term. The acceptance may be by parol, but it must be an unambiguous act; and, therefore, the sending of a draft of conveyance may not in all cases amount to an acceptance; and, to be binding, it must be unconditional. In general the consideration appears plainly upon the face of the agreement. Performance will not be compelled on a note or letter if any error or omission, however trifling, appear in the essential terms of the agreement.

In the case of *Lord Middleton v. Wilson* (Sug. Vend. & Pur. 135), a bill was brought for specific performance. From letters which had passed between the parties, it appeared that a certain number of years' purchase was to be given for the land, but it could not be ascertained whether the rents upon a few cow-gates were 5s. or 1s., and, although there was no other doubt, Lord Hardwicke held that such an agreement could not be carried into execution. He said that in these cases it ought to be considered whether at law the party could not recover damages, for, if he could not, the Court ought not to carry such agreements into execution.

See, on this subject, Sug. Vend. & Pur. 14th ed. 128-141.

8. Legal assets of a deceased person are property which creditors may make available in a court of law for the payment of debts, as having devolved upon, or been recoverable by, the executor or administrator, as such, for that purpose, simply by virtue of his office, even though the property may be of an equitable nature, and he has consequently been obliged to resort to a court of equity to vest it in himself.

Equitable assets are property which creditors can only make available in a court of equity for payment of debts, simply by virtue of an express disposition of the property, which must be carried into effect by a court of equity.

So that it is not the legal or equitable nature of the property, nor the remedy of the executor, but the remedy of the creditor, which determines whether the assets are legal or equitable.

Courts of equity follow the same rules in regard to legal assets which are adopted by courts of law, and give the same priority to the different classes of creditors which is enjoyed at law. Equitable assets are distributed *pari passu* among all the creditors.

Assets for the payment of debts are now generally applied in the following order:—

- a General personal estate.
- b Any estate particularly devised for the payment of debts.
- c Estates descended.
- d Property devised and bequeathed to particular devisees and legatees, but charged with the payment of debts.
- e General legacies.
- f Lands comprised in a residuary devise.
- g Specific legacies and lands specifically devised. But in *Eddels v. Johnson* (6 W. R. 401, 1 Giff. 22) and *Pearman v. Twiss* (2 Giff. 130) Vice-Chancellor Stuart held that lands specifically devised, and lands included in a residuary devise, were applicable rateably. See, however, *Hensman v. Fryer*, 16 W. R. 162.
- h Personality and realty over which the person whose

estate is to be administered has exercised a general power of appointment.

9. Marshalling of assets may be defined to be such an arrangement of the different funds forming part of the assets of a deceased person, being the common debtor of two creditors, as may satisfy every claim, so far as, without injustice, such assets can be applied in satisfaction thereof, notwithstanding the claims of particular individuals to prior satisfaction out of some one or more of these funds.

Thus, where one party has a charge on freehold and copyhold estate, and another party has a charge on the freehold only, the latter is entitled to require that the former should be satisfied out of the copyhold estate so far as it will extend (Smith's Manual of Equity, tit. iii. chap. ii.).

The principle of marshalling assets is applied not only as between creditor and creditor, but as between legatee and legatee, and as between legatee and creditor.

10. A., B., C. have successively mortgages on the same property, A. having the legal estate. Subsequently C. takes a transfer of A.'s security, including the legal estate. Then B. seeks to redeem the first mortgage only. Equity will assist B. in doing so if C., at the time of lending his money, had notice of B.'s incumbrance, but otherwise equity will decline to do so, even though C. should have had notice of B.'s incumbrance before taking a transfer of A.'s security (Smith's Manual of Equity, 7th ed. pp. 287-8).

11. The doctrine of marshalling is not confined to the administration of assets; but it is applied to other cases where the parties are living.

The general doctrine is, that if a creditor has a lien on, or interest in, two funds belonging to one person, and another creditor has a lien on, or interest in, one only of the funds, and the claims of both could not be satisfied if the former were to resort to the fund in which alone the latter is interested, then the latter creditor can, in equity, compel the former to resort to the other fund in the first instance for satisfaction.

Thus it has been laid down that if a person "who has two real estates mortgages both to one person, and afterwards only one estate to a second mortgagee, who had no notice of the first, the Court, in order to relieve the second mortgagee, has directed the first to take his satisfaction out of that only which is not in the mortgage of the second mortgagee, if that is sufficient to satisfy the first mortgage." Per Lord Hardwicke, C., in *Lanoy v. Duke of Athol* (2 Atk. 446); Tudor's Lead. Cas. Eq. vol. ii. 3rd ed. 90; Smith's Manual of Equity, 7th ed. 335).

12. Election is the choosing between two rights by a person who derives one of them under an instrument in which a clear intention appears that he should not enjoy both.

The doctrine of election arises in equity in cases where a grantor or testator gives away, either knowingly or by mistake, that in which he has no interest, or the whole of that in which another person besides himself has an interest, and in the same instrument makes a gift to the owner of the property so taken away, or to the person entitled to such interest. In such cases the owner of such property, or the person entitled to such interest, must elect between taking the gift and resigning his own property or interest.

Thus, where there is a power to appoint to two, and the donee of the power appoints to one only and gives a legacy to the other, he cannot claim the legacy and also dispute the validity of the appointment.

13. A Court of equity will aid in effecting a valid settlement of the female infant's reversionary personality, according to the Infant's Settlement Act, 18 & 19 Vict. c. 43, s. 1, which includes every kind of property, whether real or personal, and whether in possession, reversion, remainder, or expectancy. The peculiarity of the case consists in the circumstance that the infant when married will not be able to dispose of her interest in the reversionary personality even with her husband's consent, according to the old law, according to which a married woman could not dispose of reversionary interests in personal estate, which is not, in regard to property settled on marriage, altered by 20 & 21 Vict. c. 57 (See s. 4).

14. The following are the several modes of commencing proceedings in chancery:—

- a By bill; which is the most usual way. Thus, for instance, if A. has agreed with B. to purchase an estate, and

A. declines to complete the purchase, B., if he wishes to enforce performance of the agreement, will file a bill against A., which in this case is called a bill for specific performance.

b By information. This differs little from a bill; the principal difference being that it is filed in the name of the Attorney-General, whether or not at the instance of private parties, for some public object. Thus, if a party desired to check the pollution of a stream, or other public nuisance, by proceedings in chancery, he would proceed by information at the suit of the Attorney-General.

c By special case. This form of proceeding was introduced by Act of Parliament in the year 1850 (13 & 14 Vict. c. 35). A special case is applicable only where the parties are agreed as to the facts of their case, but desire the decision of the Court on the law applicable to those facts; as, for instance, if the parties desire the opinion of the Court on the construction of a deed or will.

d Petitions for the opinion of the Court. Thus,—by the statute 22 & 23 Vict. c. 35, s. 20, any trustee, &c., may apply to any chancery judge, either by petition in open court, or by summons in chambers, for advice as to the management of the trust property.

e Petitions generally. As, for instance, a petition under the Infants Settlement Act, 18 & 19 Vict. c. 43, whereby the Court is asked to approve of a settlement made by an infant on his or her marriage.

f Summons taken out at chambers. Thus, by 13 & 14 Vict. c. 35, s. 19, and 23 & 24 Vict. c. 38, s. 14, executors or administrators may take out a summons at chambers for an order to take an account of the debts and liabilities of a deceased person.

g The object last mentioned may also be obtained by a motion of course. But it is not usual to commence proceedings by motion in the Court of Chancery.

15. There are three modes of defending a suit in chancery:—

a By demurrer; which is applicable where the defendant wishes to contend that the bill (or information) does not, upon the face of it, show sufficient title to relief.

b By plea; which is applicable where the defendant is prepared with a short statement of facts not mentioned in the bill, which, if inserted in the bill, would have rendered it demurrable.

c By answer. This is applicable where the defence to the plaintiff's bill consists in the detailed disproof of some, and explanation of others, of the facts and circumstances relied on by the plaintiff; the effect of such disproof and explanation being to give an entirely new complexion to the case (see Haynes' Outlines of Equity, p. 71).

IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

(By CHALONER W. CHUTE, Barrister-at-Law.)

1. The petitioning creditor must attend in person before the Court to prove the debt, except upon special cause proved to the satisfaction of the Court. If the debtor is a trader the trading must be proved; if the debtor is a non-trader a copy of the petition must be served on him under section 70 of the Bankruptcy Act, 1861; and see as to substituted service *Re Calthrop* (16 W. R. 446).

N.B.—Under the new Bankruptcy Act which will come into operation on the 1st January next, the debt or the aggregate amount of debts due to the petitioning creditor or creditors will have to be £50, and will have to be a liquidated sum due at law or in equity (32 & 33 Vict. c. 71, s. 6).

2. The acts of bankruptcy which may be committed by a trader are—departing the realm or otherwise absenting himself or beginning to keep house, suffering outlaws, making a fraudulent conveyance or gift, and certain similar acts with intent, in any of these cases, to defeat or delay creditors (Bankruptcy Act, 1849, s. 57). Also, after petition filed, making a preference in favour of the petitioning creditor, making default under a trader-debtor summons, &c., suffering execution by seizure and sale of goods and chattels upon judgment for a debt of not less than £50 (Bankruptcy Act, 1861, s. 73).

The acts of bankruptcy which may be committed by a non-trader as well as a trader are—lying in prison after arrest for debt and not giving security, or escaping from prison (Bankruptcy Act, 1861, s. 71), adjudication of bankruptcy in a colonial court (*Ibid.*, s. 75), filing a declaration that he is unable to meet his engagements (*Ibid.*, s. 72),

filing a petition for adjudication against himself (*Ibid.*, s. 86), and failure to pay or give security under a judgment-debtor summons (*Ibid.*, ss. 76, 77).

By section 70 of the Bankruptcy Act, 1861, a non-trader departing the realm or making a fraudulent transfer commits an act of bankruptcy.

N.B. Under the new Act (not yet in operation) similar acts of bankruptcy are enumerated in section 6.

3. A debtor can obtain an adjudication against himself under section 86 of the Bankruptcy Act, 1861, by filing a petition and a full and accurate statement on oath of his debts and liabilities, the names and residences of his creditors, and the causes of his inability to meet his engagements.

N.B. Under the new Act, part 1, no provision seems to be made for an adjudication on the petition of a debtor.

4. A judgment-debtor summons under section 76, &c., of the Bankruptcy Act, 1861, may be sued out by any judgment-creditor who is entitled to a writ of *ca. sa.* against the debtor. It must be served upon the debtor (sections 79 and 81), and if he appears on the summons he must submit to examination under section 82, and if he does not pay the debt and costs, or secure or compound for the same, to the satisfaction of the creditor, he may be adjudged bankrupt without petition (sections 83 and 84).

A trader-debtor summons under the 78th section of the Bankruptcy Act, 1849, may be issued by the Court on affidavit of the debt, the delivery to the trader of an account with a notice requiring payment. The summons must be served personally, and if the party appears to the summons he must submit to examination under section 79; and if he does not appear, or on appearance refuses to admit such demand, and does not depose that he has a good defence, then, under section 80, he is deemed to have committed an act of bankruptcy on default of payment within fourteen days from personal service of the summons; and, by section 81, if he admits the demand on appearance, and does not pay within seven days from such admission, this is also an act of bankruptcy.

N.B.—Under the new Act (not yet in operation) the process on debtor summons will be more simple (see section 7 of 32 & 33 Vict. c. 71).

5. Debts may be proved in bankruptcy by delivering or sending by post a statement thereof, accompanied by a declaration, signed by the creditor (section 144 of the Bankruptcy Act, 1861). Debts may also be proved after adjudication on oath under section 164 of the Bankruptcy Act 1849, and section 146 of the Bankruptcy Act of 1861.

In the case of a running bill of exchange the holder may receive a dividend, deducting interest at £3 per cent., to be computed from the declaration of a dividend up to the time when the debt would become payable, and in the case of goods sold upon credit which is not yet expired, the seller may prove his debt, deducting interest on a similar principle, under sections 165 and 172 of the Act of 1849.

N.B.—Similar provisions, with an important exception as to demands in the nature of unliquidated damages, are contained in section 31 of the new Act.

6. The remedies as to right of proof for sureties and persons liable to the debts of a bankrupt are to be found in section 173 of the Bankruptcy Act, 1849. If the surety has paid the debt he may stand in the shoes of the creditor, and if the creditor has not proved he may prove, and receive dividends with the other creditors.

The surety is entitled to compel the principal creditor to prove, and by receiving dividends to diminish his liability (*Ex parte Rushford*, 10 Ves. 409).

7. The obligee in a bottomry or *respondentia* bond, and the assured in any policy of insurance made upon good and valuable consideration, shall be admitted to claim, and after the loss or contingency shall have happened, may prove his debt or demand, and receive dividends with the other creditors as if the loss or contingency had happened before the filing of the petition against the obligor or insurer (s. 174 of the Bankruptcy Act, 1849).

8. An annuity creditor may prove under a bankruptcy under section 175 of the Bankruptcy Act, 1849, and the Court will ascertain the value, having regard to the original price given for the annuity, deducting therefrom such diminution in the value thereof as shall have been caused by the lapse of time since the grant thereof to the date of the petition for adjudication.

9. If a mortgagor become bankrupt the rights of the

mortgagee may be affected by the doctrines as to fraudulent conveyance under the Statutes of Elizabeth, or by the doctrine of fraudulent preference. See as to the former of these *Treyn's case*, in 1 Smith's Leading Cases, and it must also be remembered that a conveyance to a creditor of his whole property or of the whole with the exception of merely nominal in consideration of a bygone and pre-existing debt is fraudulent under the Bankruptcy Act (see *Ex parte Foxley*, 16 W. R. 831). The remedies of the mortgage creditor will be affected by the general doctrine that a secured creditor can only prove for his whole debt if he gives up his security, or he may receive a dividend in respect of the balance due to him after realizing or giving credit for the value of his security.

N.B.—The similar provisions as to proof by secured creditors are contained in section 40 of the new Act 32 & 33 Vict. c. 71.

10. Goods and chattels in the order and disposition of the bankrupt, *i.e.* which he has in his possession as reputed owner by the consent of the true owner, may be sold and disposed of for the benefit of the creditors under the bankruptcy under section 125 of the Bankruptcy Act, 1849, but it is provided by that section that transfers of ships or shares thereof by way of mortgage or security if duly registered according to the provisions of the Ship Register Act shall not be invalidated.

N.B. The section of the new Act 32 & 33 Vict. c. 71, relating to order and disposition in section 15, clause 5, but it is to be noted that there is no exception as to assignments of ships.

11. The bankrupt may obtain his order of discharge either under section 110 of the Bankruptcy Act, 1861, upon proceedings in bankruptcy being suspended by creditors in meeting, or under section 158 of the Bankruptcy Act of 1861, after his last examination, fourteen days' notice of the sitting of the Court for such purpose having been given. Any creditor who has proved may be heard against such discharge, and the rules of granting orders of discharge are to be found in section 159.

The effect of the order is to discharge the bankrupt from all debts, claims, and demands proveable under his bankruptcy, and if he is afterwards arrested or any action is brought against him for any such debt, claim, or demand, he may plead in general that the cause of action accrued before he became bankrupt.

N.B. Under the new Act 32 & 33 Vict. c. 71, the rules, as to the order of discharge are contained in sections 47, 48, and an important addition is added that the discharge shall not be granted unless a dividend of ten shillings in the pound has been paid.

12. Some of the grounds of the objection against the bankrupt obtaining his order of discharge are—that the bankrupt has carried on trade by means of fictitious capital or has contracted debts without reasonable expectation of payment, or has wilfully omitted to keep proper books of account with intent to conceal the true state of his affairs, or that his insolvency is attributable to rash speculation or unjustifiable extravagance in living, or that he has put any of his creditors to unnecessary expense by frivolous or vexatious defence to any action or suit to recover money due. Besides these rules, if the bankrupt is convicted of a misdemeanour, his discharge may be refused or suspended (section 159 of the Bankruptcy Act, 1861).

13. Some of the offences in respect whereof a bankrupt may be indicted criminally are—concealing his effects, refusing to surrender himself, omitting to disclose a false proof of a debt, withholding the production of any deed or writing relating to his property, or mutilating any such deed or writing, fraudulently making away with any part of his property, and certain other frauds mentioned in the 221st section of the Bankruptcy Act, 1861.

14. Sections 185—191 of the Act of 1861 provide that three-fourths in number and value of the creditors meeting as therein mentioned may resolve to have the estate wound up by arrangement, and to apply to the Court to stay proceedings in the bankruptcy. The Court may confirm such resolution and stay proceedings, and upon complete execution of a deed of arrangement, and after due inquiries, may direct the deed to be registered and annul the bankruptcy, and the deed, if so registered, is to be binding on creditors not executing it.

15. The requisites in trust deeds, composition and in-

spectership deeds, under section 192 of the Act of 1861, are the following:—First, a majority in number representing three-fourths in value of the £10 creditors must assent to the deed in writing before its execution. Secondly, the trustee of the deed, if any, must execute it. Thirdly, the execution of the deed by the debtor must be attested by an attorney. Fourthly, the deed must be registered within twenty-eight days. Fifthly, an affidavit as to the majority assenting to the deed, and also as to the assets of the debtor must be delivered to the registrar. Sixthly, such deed must be properly executed; and seventhly, immediately upon the execution by the debtor, possession of all the property comprised therein of which the debtor can give or order possession shall be given to the trustees.

By the 1st section of 31 & 32 Vict. c. 104, it was further enacted that such deeds should not bind dissentient creditors except on delivery to the registrar of, firstly, together with the deed, a list of the debts and liabilities of the debtor, the dates of and the considerations for such liabilities, the names, residences, and occupations of his creditors, the amounts due to them and the securities held by them; secondly, a statement of the debtor's property and credits, and the estimated value thereof.

V.—CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

(By E. A. C. SCHÄLCH, Barrister-at-Law.)

1. Criminal offences are usually divided into three classes: (1) Treasons; (2) Felonies; (3) Misdemeanours. Treason is an offence against the Sovereign or the State. The distinction between felonies and misdemeanours is purely arbitrary, but the former are generally the more serious crimes. This distinction, however, does not always exist.

2. The Court of Queen's Bench is the principal criminal court. There are also the courts of quarter sessions, petty sessions, and the courts in boroughs; the three last of which have a limited criminal jurisdiction. There is also the court of criminal appeal called the Court for the Consideration of Crown Cases Reserved.

3. The Queen's Bench is the only one of the three courts which has jurisdiction over crimes. Its jurisdiction is generally put in motion by bill in the name of the sovereign, presented to and found by a grand jury (after which it is called an indictment), or occasionally in the case of misdemeanours, by a criminal information.

4. General Quarter Sessions are that species of general sessions which is held under the authority of the commission of the peace by two or more justices (one being of the *quorum*) at some place within the county, fixed by their precept, once in every quarter of a year, as directed by various statutes. The Court of Quarter Sessions is a court of oyer and terminer and a court of record, and not a court of inferior jurisdiction. Its jurisdiction is not unlimited although it is extensive. It comprehends all the lesser criminal offences. The following, amongst other crimes, are excluded from its jurisdiction:—murder, capital felonies, or any felonies which, when committed by a person not previously convicted of felony, is punishable by penal servitude for life, treason, misprision of treason, perjury, subornation of perjury, forgery, bigamy, abduction, bribery, and other serious crimes. The jurisdiction can only be ascertained by reference to the various statutes conferring jurisdiction on quarter sessions. It has also jurisdiction in some matters not criminal, as, for instance, in cases of rating and other civil questions, or between members of friendly societies.

5. Petty sessions are sittings of one or two justices of the peace, who are empowered by statute to try in a summary way, and without jury, such minor offences as are specified in the statutes giving them jurisdiction. Its jurisdiction is chiefly over crimes of comparatively small importance. It has also some jurisdiction in matters of a civil nature. Persons are brought before the Court of Petty Sessions by a summons or warrant. The Court then adjudicates on the matter before it.

6. He should be brought before a magistrate and evidence should then be produced to show that he is guilty of the crime of which he is accused. If a *prima facie* case is made out the magistrate ought to commit him for trial. He may, however, in certain cases accept bail.

7. Under 11 & 12 Vict. c. 42, s. 21, a person accused may be remanded for any period at the discretion of the justices, "not exceeding eight clear days."

Simple larceny is the wrongful taking and carrying away of the personal property of another with a felonious intent to convert it to the taker's own use without the consent of the owner.

9. By 24 & 25 Vict. c. 96, s. 29, "whosoever shall, either during the life of the testator or after his death, for any fraudulent purpose, destroy . . . the whole or any part of any will or codicil . . . shall be guilty of felony."

10. Felony. By 24 & 25 Vict. c. 96, s. 28, "whoever shall . . . for any fraudulent purpose cancel or obliterate . . . the whole or any part of any document of title to lands shall be guilty of a felony."

11. Yes. Under 24 & 25 Vict. c. 96, s. 3, a bailee converting the goods to his own use is guilty of larceny whether or not he breaks bulk or otherwise determines the bailment.

12. Forgery has been defined as "the fraudulent making or alteration of a writing to the prejudice of another man's right," or as "a false making, a making *malò animo* of any written instrument for the purpose of fraud or deceit."

13. Yes. A fraudulent insertion, alteration, or erasure in any material part of a true instrument whereby a new operation is given to it amounts to a forgery.

14. It is forgery, as the use of a fictitious name is sufficient to constitute the crime forgery.

15. The principal Acts are the Criminal Law Consolidation Acts, 24 & 25 Vict. cc. 94 to 100, inclusive. The Habitual Criminals Act of last session, 32 & 33 Vict. c. 99, is also an important statute.

QUESTIONS FOR THE INTERMEDIATE EXAMINATION.

Michaelmas Term, 1869.

I.—FROM CHITTY ON CONTRACTS.

1. What are specialties, and what simple contracts? and describe the principal differences between them?

2. What is an escrow?

3. Mention exceptions to the rule that both parties must be bound by a contract, or that neither is liable.

4. What is an implied contract?

5. When is it necessary that a simple contract should be in writing, and when not?

6. When is the property altered by the sale of a specific chattel, and when by the sale of goods part of a larger bulk?

7. What is the effect at law and what in equity of a grant of goods not in existence at the time of the grant?

II.—FROM WILLIAMS ON THE PRINCIPLES OF THE LAW OF REAL PROPERTY.

8. What estate is conferred by a grant to A. B. simply?

9. What was the ancient mode of barring an estate tail, and by what statute was the modern practice substituted?

10. A. B., the "purchaser" of an estate in fee simple, dies intestate, leaving surviving him a daughter by his first marriage, and two sons by his second marriage; to whom does the estate in fee simple descend?

11. Is a will revoked by the subsequent marriage of the testator?

12. What is the meaning and effect of "foreclosure," as regards the rights of mortgagor and mortgagee?

13. Does a covenant to produce title deeds run with the land?

14. An estate stands limited to such uses as A. B. may, by deed or will, executed in the presence of three or more witnesses, appoint—A. B. by his will, executed as required by the Will's Act, but in the presence of two witnesses only, assumes to exercise the power. Is his will a valid execution of the power?

III.—FROM J. W. SMITH'S MANUAL OF EQUITY JURISPRUDENCE.

15. Describe the process of proving a will in chancery.

16. State some of the eighteen grounds on which a bill of discovery may be resisted.

17. What equity has a wife, and in respect of what property, against the assignees of her bankrupt husband; and wherein does it differ from what her equity would have been had there been no bankruptcy?

18. What contracts, debts, and charges of a wife are binding on her separate estate?

19. What is the practice of the Court as to the property of

a ward who has married without settlement soon after attaining majority?

20. When will the Court interpose to stop a private nuisance?

21. What is a bill of interpleader? Give an instance.

IV.—BOOK KEEPING.

22. What is the duty of a merchant or trader in reference to book-keeping—and what is likely to result from a neglect of that duty?

23. Give the names of the principal books of account required in book-keeping by single entry, and of any subordinate books which may occur to you.

24. If a merchant desires to know how he stands with regard to a particular correspondent, to which of his books does he refer? Give its name, and describe it?

25. If he desires to know how he stands with reference to the whole of his transactions, at any given time, how does he proceed? Give the name of the summary of his accounts to which he must have recourse, and describe it.

26. What is a "stock account?" State the items of which it is composed, on the one side, and on the other, and what is represented by the balance?

ADMISSION OF ATTORNEYS.

Michaelmas Term, 1869.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—

Wednesday Nov. 24 | Thursday Nov. 25

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Thursday, the 25th of November, 1869, at the Rolls Court, Chancery-lane, at 4 o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Wednesday, the 24th of November.

The papers of those gentlemen who cannot be admitted at common law till the last day of Term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

GENERAL EXAMINATION OF THE INNS OF COURT;

Michaelmas Term, 1869.

General Examination of Students of the Inns of Court, held at Lincoln's Inn Hall, on the 28th, 29th, and 30th days of October, and the 1st day of November, 1869.

The Council of Legal Education have awarded to George Lewis, Esq., Middle Temple, a studentship of fifty guineas per annum, to continue for a period of three years; to Charles Henry Turner, Esq., Lincoln's-inn, an exhibition of twenty-five guineas per annum, to continue for a period of three years; to Thomas Brett, Middle Temple, Joseph Alexander Shearwood, Lincoln's-inn, and Charles Septimus Medd, Inner Temple, Esqrs., certificates of honour of the first class; and to George Candy and James Cholmondeley Kaufmann, Inner Temple; Henry Bowles Franklyn, Thomas Goodman, William Meigh Goodman, Henry Forester Leighton, James Mudie, George Jarvis Notcutt, Middle Temple; Frederick William Groves, Frederic George Luke, Lincoln's-inn, Esqrs., certificates that they have satisfactorily passed a general examination.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. FITZROY KELLY, lecturer and reader on equity, Monday, Nov. 15, class A; Tuesday, Nov. 16, class B; Wednesday, Nov. 17, class C.—4.30 to 6 p.m.

Mr. H. W. ELPHINSTONE, lecturer and reader on Conveyancing and the Law of Real Property, Friday, Nov. 19, lecture.—6 to 7 p.m.

Mr. G. B. Rothera, solicitor, Nottingham, has published a letter in the local papers stating that he refuses to qualify for the seat in the municipal ward to which he had been elected, on the ground that bribery and corruption had been resorted to to secure his return.

COURT PAPERS.

IN THE COMMON PLEAS.

Michaelmas Term, in the 33rd year of the reign of Queen Victoria.

The Court of Common Pleas has appointed the following days to take the appeals against the decisions of the revising barristers transmitted to the masters of the Court of Common Pleas, pursuant to the statute 6 Vict. c. 18, s. 62—Wednesday, Nov. 17, Saturday, Nov. 20, Monday, Nov. 22.

County and Polling District.	Appellant.	Respondent.	Classification.
York, County of, West Riding, Bradford Borough of	Brewer, J.	Town Clerk of Bradford	Joint Occupation.
London, City of	Smith, G. P.	Lancaster, C.	Occupation of Chambers.
New Windsor, Borough of	Dunford, B. C.	Kennett, E.	Occupation as Naval Knight.
York, County of, S. W. Riding, Rotham Polling District	Gainsford, R. J.	Brown, R.	Occupation.
Exeter, City of	Ford, B. J.	Harington, Rev. E. C.	Freehold Occupation as Canon Residentiary.
Middlesex, County of, Bethnal-green Polling District	Kirton, Rev. C.	Dear, F. C.	Freehold Benefice (Incumbent).
Cambridge, County of	Wallis, W.	Birks, Rev. T. R.	Freehold Interest, Perpetual Curacy.
Warrington, Borough of	Allen, John	Town Clerk of Warrington	Notice of Objection, List not Specified.
London, City of	Piersey, R.	Maclean, John	Rating, Counting House, Structural Severance.
Lancaster, County of, S. W. Division Liverpool Polling District	Brunniff, W.	Overseers of the Parish of Liverpool	Freehold Few.
Devon, County of, Southern Division	Greenway, J.	Hockin	Freehold Few.
Marylebone, Borough of	May, F. S.	Overseers of Paddington	Lodger.
Tower Hamlets, Borough of	Grinyer, W. J.	Overseers of St. Anne, Limehouse	Lodger.

COURT OF COMMON PLEAS AT LANCASTER.

GENERAL RULES AND ORDERS.

The Right Honourable Frederick Temple, Lord Dufferin, K.P., K.C.B., Chancellor of the Duchy and County Palatine of Lancaster, with the advice and consent of Sir James Hannen, Chief Justice, and Sir George Hayes, one of the Justices of the Court of Common Pleas at Lancaster, doth hereby, in pursuance of the Common Pleas at Lancaster Amendment Act, 1869, and in pursuance and execution of all other powers enabling him in this behalf; and the said Chief Justice and Justice do hereby, also in pursuance of an Act of Parliament passed in the session of Parliament, held in the fourth and fifth years of the reign of his late Majesty King William the Fourth, intitled "An Act for improving the practice and proceedings of the Court of Common Pleas of the County Palatine of Lancaster;" and in pursuance and execution of the Common Law Procedure Act, 1852, the Common Law Procedure Act, 1854, the Common Law Procedure Act, 1860, and of all other powers and authorities enabling them in this behalf, do make and publish the following general rules, and do order and direct as follows:—

All existing general rules and orders of the Court of

Common Pleas at Lancaster, except the orders of the Spring Assizes, 31 Vict. (1868), are hereby cancelled.

Districts of the court.

1. For the purposes of the transaction of the business of the Court of Common Pleas at Lancaster, the County Palatine shall be considered as divided into three districts; one consisting of such parts of the county as are situated within the hundred of West Derby, such district being called the Liverpool district, another consisting of such parts of the county as are situate within the hundred of Salford, such district being called the Manchester district; and the third consisting of such parts of the county as are situate within the several hundreds of Lonsdale, Amounderness, Leyland, and Blackburn, such district being called the Preston district.

2. All causes, suits, and proceedings to be instituted from and after the 10th day of November next shall be instituted and transacted by or in the office of the district prothonotary of the district within which the address for service of the attorney, or of the plaintiff, when suing in person, by whom such causes, suits, and proceedings shall be instituted shall at the time of the same having been instituted, be situate and where the attorney instituting such suit shall have his address for service out of the county such causes, suits or proceedings shall be instituted in the district where the defendant then is or permanently resides.

3. In construing the following rules the word prothonotary shall be taken to include each district prothonotary, and the word court shall mean the Court of Common Pleas at Lancaster, unless the contrary be expressed.

4. The office of the prothonotary shall be open from ten o'clock in the morning till four o'clock in the afternoon on every day not being a Sunday, Christmas-day, Good Friday, Easter Eve, Easter Monday, Easter Tuesday, Whit Monday, or a day appointed for a public fast or thanksgiving, and not being a day which the Chancellor of the Duchy and County Palatine shall order to be kept as a holiday, except Saturdays, and on Saturday from ten o'clock in the forenoon until one o'clock in the afternoon, provided that in the Manchester and Preston districts the office of the prothonotary shall be closed during the whole of Whitsun week.

5. The prothonotary is empowered to do all such things, and to transact all such business, and to exercise all such authority and jurisdiction in respect of the said court, as by virtue of any statute or custom, or by the rules and practice of her Majesty's Courts of Queen's Bench, Common Pleas, and Exchequer of Pleas, at Westminster, or any of them respectively, are now done, transacted or exercised by a judge of the said courts at Westminster, sitting in chambers, except (unless by consent of the parties) in respect of the following proceedings and matters, that is to say:—

The removal of causes from inferior courts, other than the removal of judgments, for the purpose of having execution.

Prohibitions and injunctions.

The referring of causes under the Common Law Procedure Act, 1854.

The rectifying of omissions or mistakes in the register under the Joint Stock Company's Acts.

Reviewing taxation of costs.

Staying proceedings after verdict.

Acknowledgments of married women; and

Orders charging stock, funds, annuities, or dividends, or the annual produce thereof.

6. In case any matter shall appear to the prothonotary to be proper for the decision of a judge, the prothonotary may refer the same to a judge, and the judge may either dispose of the matter or refer the same back to the prothonotary, with such directions as he may think fit.

7. That appeals from the prothonotary's order or decision shall be made by summons, such summons to be taken out within four days after the decision complained of, or such further time as may be allowed by a judge or prothonotary.

8. All summonses to attend a judge in chambers in this Court, whether by way of an appeal from an order of the prothonotary or otherwise, shall be issued out of the prothonotary's office, and made returnable either at the judge's chambers in London, or, if the judges shall at the time of the return thereof be on circuit in Lancashire, the same may, at the option of the attorney issuing the same, be made returnable at any place in Lancashire where the judges may be.

9. The judge shall indorse a memorandum of his order on the original of the summons, and deliver the same, together

with any original affidavits used on the hearing of the summons, to the counsel, attorney, or agent of the party who has issued such summons, and he shall forward the same immediately by post, prepaid, to the prothonotary, who shall thereupon draw up the formal order.

10. In case such summons so indorsed shall not be received at the office of the prothonotary on the day following that on which such summons has been disposed of, it shall be lawful for the prothonotary to draw up the order from any minute or letter signed by the counsel or attorney of the opposite party.

11. The appeal to be no stay unless so ordered by a judge or prothonotary.

12. The costs of such appeal shall be in the discretion of the judge.

Attorneys.

13. Any attorney of one of her Majesty's superior courts may be admitted an attorney of this court on producing his certificate of admission in one of the superior courts at Westminster, and his certificate to practise, or otherwise satisfying the prothonotary thereof, and on signing the roll of attorneys of this court, but no attorney shall be admitted to practise in any district until he has signed the roll of that district.

14. The prothonotary shall cause to be kept an alphabetical book at his office, to be there inspected by any attorney of this court or his clerk, without fee or reward, and every attorney practising in the district shall enter in such book (in alphabetical order) his name and place of business, or some other proper place where he may be served with pleadings, notices, summonses, orders, rules, and other proceedings; and as often as any such attorney shall change his place of business, or the place where he may be so served as aforesaid, he shall make the like entry thereof in the said book, and all pleadings, notices, summonses, orders, rules, and other proceedings which do not require a personal service shall be deemed sufficiently served on such attorney if a copy thereof shall be left at the place lastly entered in such book, with any person resident at or belonging to such place; and if any such attorney shall neglect to make such entry, the fixing up of any notice, or the copy of any pleadings, notice, summons, order, rule, or other proceeding for such attorney in the prothonotary's office, shall be deemed a sufficient notice.

15. In all cases where a party sues or defends in person, he shall, upon issuing any writ of summons or other proceeding, or entering an appearance, enter in a book to be kept for that purpose at the prothonotary's office an address at which all pleadings, notices, summonses, orders, rules, or other proceedings not requiring personal service shall be left, and if such address shall not be entered in the said book, then the opposite party shall be at liberty to leave the same for him at his place of residence, or to proceed by sticking up all pleadings, notices, summonses, orders, rules, or other proceedings in the district prothonotary's office, without the necessity of any further service.

16. Service of pleadings, notices, summonses, orders, rules, and other proceedings shall be made before five o'clock p.m., except on Saturdays, when it shall be made before one o'clock p.m. If made after five o'clock p.m., on any day except Saturday the service shall be deemed as made on the following day, and if made after one o'clock p.m. on Saturday the service shall be deemed as made on the following Monday.

Service of pleadings, summonses, &c., by post.

17. If a pleading, notice, summons, order, rule, or other proceeding not requiring to be served personally, has to be served upon an attorney or party whose address for service is not in the same borough as the address for service of the attorney or party having to serve the same, such pleading, notice, summons, order, rule, or other proceeding may be served by enclosing the same in a wrapper or envelope, addressed to the attorney or party to be served therewith at his address for service, and forwarding the same by the general post prepaid and registered, provided that if no address for service of a party suing or defending in person shall have been given the same may be forwarded in manner aforesaid to his usual or last known place of residence, provided also that the prothonotary may when and if he shall think fit stay the issuing of any process or the drawing up or proceeding on any summons, rule, or order until the expiration of a period to be named by him after proof of such order, rule, or

other proceeding having been served otherwise than by post.

18. Affidavits filed for the purpose of proving the service of notices, summonses, orders, rules and other proceedings by post shall state the time and the post office when and at which the letter or packet posted for effecting such service was so posted, and shall also state the words and figures forming the address of the letter or packet so posted.

Application by post for writs, &c.

19. Any attorney whose address for service is above seven miles from the office of the prothonotary shall not be required to attend there personally, or by a clerk or agent, for the purpose of applying for a writ or a summons, or to enter an appearance in the action, but may apply for or to enter the same by forwarding the necessary documents, completely filled up and ready for sealing or signing by the prothonotary, to the prothonotary at his office, by post prepaid, provided there be enclosed therewith a post-office order, payable to the prothonotary or his order at the post-office nearest to which the prothonotary's office is situate, for the fee payable to the prothonotary upon the issuing of such writ or summons, or the entry of such appearance, and provided there be also enclosed therein an envelope properly stamped and addressed to the attorney making such application, wherein such writ or summons, when issued, may be transmitted to him by post, an order of the prothonotary when drawn up, may be transmitted to the attorney entitled thereto in like manner.

Application of Common Law Procedure Act, 1852.

20. In addition to those enactments and provisions of the Common Law Procedure Act, 1852, which are applied by section 229 to the Court, the enactments and provisions of the said Act, with respect to concurrent writs (except as to service elsewhere than in the County Palatine of Lancaster), and all the provisions of the said Act with respect to notice of trial and inquiry and countermand thereof, and with respect to the action of ejectment are hereby applied to the Court.

Application of rules of the Courts at Westminster.

21. The under-mentioned General Rules of the Superior Court of Common Law at Westminster shall, so far as the same are applicable *mutatis mutandis*, be, and they are hereby adopted as General Rules of the Court of Common Pleas at Lancaster.

The Regulæ Generales as to pleading of Hilary Term, 1853, numbers 1 to 32, both inclusive.

The Regulæ Generales of Hilary Term, 16 Vict., January 11th, 1853, except those numbered 1, 7, 9, 31, 34, 36, 39, 43, 45, 47, 75, 120, 131, 132, 144, 147, 150, 154, 158, 164, 166, 167, 173, and 175.

Rules of Michaelmas Vacation, 27th November, 1854. The forms of proceedings contained in the schedules to the said Regulæ Generales and rules respectively may be used in the cases to which they are applicable with such alterations as the nature of the action, the description of the Court in which the action is depending, the character of the parties, or the circumstances of the case, may render necessary; but any variance therefrom, not being in matter of substance, shall not affect their validity or regularity.

Regulæ Generales of November 26th, 1855.

Regulæ Generales of Easter Term, April 23rd, 1857.

Regulæ Generales of Hilary Term, January 30th, 1858.

Regulæ Generales of Hilary Term, 25th Vict., January 21st, 1862.

Regulæ Generales of Trinity Term, 6th June, 1867.

Attorney's costs.

22. The directions to the masters of the said courts at Westminster, and the scale of costs of 27th January, 1853, shall be taken as directions to the prothonotary, and as the scale of costs of the court, *mutatis mutandis*.

Prothonotary's fees.

23. The table of fees to be taken in respect of business to be transacted before the prothonotary shall be the same as by the table of fees of the said courts at Westminster, published in the *London Gazette* of 24th November, 1852, are specified as proper to be taken in the offices of the masters and in the chambers of the judges.

Writ of summons.

24. When a writ of summons is endorsed in the special form mentioned in section 27 of the Common Law Pro-

cedure Act, 1852, the following are the amounts which may be endorsed by the plaintiff's attorney upon the writ for costs of judgment, and to include mileage:—

In actions above £20, £3 8s. 0d.

In actions under £20, £2 14s. 0d.

Where the plaintiff's attorney, at the time of issuing the writ, claims more than the sum fixed as above, the endorsement on the writ of summons, in respect of costs, shall be as follows,—“Such sum as shall be allowed on taxation for costs.” And in case the plaintiff shall be found not entitled to more costs than such fixed sums, or, if more than one-sixth shall be disallowed, the plaintiff's attorney shall pay the costs of taxation; so if the attorney has endorsed on the writ one of the fixed sums for the costs of judgment, and claims more costs on signing judgment, and on taxation shall be found not entitled to more than such sum, or if more than one-sixth be taken off on taxation, the plaintiff's attorney shall in like manner pay the costs of taxation;

Pleadings.

25. When the defendant shall appear either in person or by attorney, the declaration and all pleas and other subsequent pleadings shall be delivered between the parties or their attorneys, as the case may require.

26. All pleas to the jurisdiction shall be delivered before the expiration of four days from the delivery of the declaration.

27. In all cases the time for pleading in bar, unless extended by the prothonotary, shall be eight days.

28. Either party may give to the opposite party a notice to reply or rejoin, as the case may be, in four days, otherwise judgment; but the prothonotary may, at his discretion, grant further time to reply.

Costs in gross.

29. In all cases upon interlocutory applications, where the Court or a judge shall deem it proper to award costs to either party, it shall be ordered with the Court or a judge to refer the costs to the prothonotary to be taxed, or, by the order, direct the payment of a sum in gross in lieu of taxed costs, and also to direct by and to whom such sum in gross shall be paid.

Return of summons.

30. If the opposite attorney shall not endorse on the summons his consent to an order, and shall not attend at the return thereof, or within half an hour thereafter, the order required may be made on an affidavit of service and attendance of the summons.

General practice.

31. The practice, where no rules and orders apply to the contrary, shall be as nearly conformable as may be to the rules and practice of the Superior Courts at Westminster, as the same now are or hereafter may be made or altered.

DUFFERIN and CLANBOYE.
JAMES HANNEN.
G. HAYES.

23rd of October, 1869.

THE NEW PREMIER OF CANADA.—Sir John Alexander Macdonald, K.C.B., who has formed a new Administration in Canada, is the eldest son of the late Hugh Macdonald, Esq., of Kingston, Canada West, who was a native of Sutherlandshire, in Scotland, but established himself in Canada in the year 1820. The new Canadian Premier was born in 1815, and received his early education at the Royal Grammar School of Kingston, Canada, whence he proceeded to Queen's University, in that colony, where he eventually graduated as LL.D. He was called to the Canadian Bar in 1836, and in ten years was advanced to the dignity of Queen's Counsel, when he became a bencher of the Law Society of Upper Canada. In 1844 he entered the Parliament of Canada West, being chosen as the representative of Kingston. He held various offices in the Government, including those of Commissioner of Crown Lands and Receiver-General. He served as Attorney-General from September, 1854, till May, 1862 (with only the interval of a few days), and again from 1864 to July, 1867, when he was appointed the first premier of the united provinces of Canada, and was at the same time made a member of the Privy Council of the Canadian dominion. He had previously been sent to England as chairman of the conference of delegates from British North America on the measure of confederation, and at the con-

clusion of their labours was created an extra Knight-Commander of the Civil Division of the Order of the Bath. Sir John Macdonald, who has thus become premier a second time, has been twice married.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Nov. 12, 1869.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 93½	Annuities, April, '85, 11 15-16
Ditto for Account, Dec. 93½	Do. (Red Sea T.) Aug. 1904
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 10 p m
New 3 per Cent., 31½	Ditto, £500, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per Ct. (last half-year) 238
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 212	Ind. Enf. Pr., 5 p Ct., Jan. '73 105
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '68 100½	Do. Bonds, 4 per Ct., £1000 28 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 28 p m
Ditto Enfaced Ppr., 4 per Cent. 92½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	71½
Stock	Caledonian	100	80½
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	35½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	107
Stock	Do., A Stock*	100	107
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	56
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	124½
Stock	London, Brighton, and South Coast	100	41½
Stock	London, Chatham, and Dover	100	104
Stock	London and North-Western	100	119
Stock	London and South-Western	100	91
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	84
Stock	Midland	100	118
Stock	Do., Birmingham and Derby	100	87
Stock	North British	100	33½
Stock	North London	100	10
Stock	North Staffordshire	100	57
Stock	South Devon	100	42
Stock	South-Eastern	100	77½
Stock	Tad Vale	100	156

* A receives no dividend until 5 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	£ s. d.	£ s. d.
4000	40 pc & bs	Country	100	10 0 0	21 2 6
3444	5 pc & bs	Eagle	50	3 0 0	6 12 6
10000	72 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	72 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary	100	...	94 0 0
4600	5 per cent	Do. New	50	30 0 0	...
5000	5 & 3p sh b	Gresham Life	20	5 0 0	...
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 10 0
7500	10 per cent	Imperial Life	100	10 0 0	16 0 0
50000	12 per cent	Law Fire	100	2 10 0	3 11 3
10000	32½ per cent	Law Life	100	83 17 6	9 12 6
100000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5 17s 6d pc	Legal & General Life	50	8 0 0	9 5 0
20000	4 12s 6d pc	London & Provincial Law	50	4 17 8	4 12 6
49000	15 per cent	North Brit. & Mercantile	60	6 5 0	11 10 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
659220	20 per cent	Royal Exchange	Stock	All	...

MONEY MARKET AND CITY INTELLIGENCE.

At the opening of the past week the markets were generally inactive. Subsequently a marked improvement has taken place in the railway market, especially as to the home stocks and shares. Consols show a slight tendency towards firmness, but foreign securities are inactive. At the fortnightly Stock Exchange settlement on Wednesday there was a heavy demand for money; the pressure, however, soon abated.

A MARRIED WOMAN ADMITTED TO THE BAR IN IOWA.

A few weeks since, Mrs. Arabella A. Mansfield, A.B., of Mount Pleasant, Iowa, was admitted to the bar, and authorized to practise law in that State.

The Mount Pleasant *Journal*, in giving an account of her admission, says:—

"Mrs. Mansfield is a young married lady, of about twenty-four years of age, is a graduate of the Iowa Wesleyan University, and a lady of a strong mind. That she has the brains and the necessary ability to make a good record for herself in the profession of her choice, no one will dispute. Her husband, Prof. J. M. Mansfield, was also admitted at the same time.

The following is a part of the report of the committee appointed by the court to examine Mrs. Mansfield:

"Your committee take unusual pleasure in recommending the admission of Mrs. Mansfield, not only because she is the first lady who has applied for this authority in this State, but because, in her examination, she has given the very best rebuke possible to the imputation that ladies cannot qualify for the practice of law. And we feel confident from the intimation of the court given on the application made that we speak not only the sentiments of the court, and of your committee, but the entire members of the bar, when we say that we heartily welcome Mrs. Mansfield as one of our members, and most cordially recommend her admission.

"GEORGE B. CORKHILL, } Committee."
"E. A. VANCE," }

Hers is the only instance, we believe, of a lady making application to be admitted to the bar in Iowa.—*Chicago Legal News*.

A JURY ROUNDLY REBUKED.—The *Chicago Legal Journal* has the following:—The recent trial of the engineer, Griffin, the author of the Mast Hope disaster on the Erie railroad, affords a theme for much newspaper comment. In disobedience of a rule of the road, he started his engine without orders, and the consequence was a collision which caused the death of six persons and the injury of many more. The coroner's jury directly charged the engineer with wilfully causing the disaster; but when he was put upon his trial, though the evidence was undisputed and the charge of the judge strong against him, the jury returned a verdict not guilty. Judge Barrett, before whom Griffin was tried, was very indignant at the verdict, and when the jury assembled next day, he poured out his wrath upon them in a remarkable address which is thus reported:—

"Gentlemen: You last night returned into court after a hearing of two days, with a verdict of not guilty in the case of the Commonwealth against James Griffin. This was not expected, and your verdict was against law, against justice, and an outrage against humanity. You violated the obligations of your oath—a plain, simple obligation to render a verdict according to the evidence. Instead of that you rendered a verdict against every particle of evidence. The cause of defendant was abandoned by his counsel. Drowning men will catch at straws. The theory of the defence is unknown to the law, and the counsel for the defendant did not believe it themselves. I was, and still am, astonished at your verdict. I am astonished that you should in this way set aside the law and violate your oaths; and I trust that the spirits of the dead, dying, bleeding, and burnt victims of Mast Hope will rebuke you as long as you live. We have no power to cure the great wrong which you have inflicted on the community."

The judge continued at considerable length, and concluded his rebuke to the astonished jury as follows:—

"In future I hope that you will feel a proper regard for your oaths. You are now discharged from any further duty at this court. You are not fit to sit as jurymen. I will not try causes before such a jury."

There is a probability (according to the *London Scotsman*) of the vacancy of the Court of Session, caused by Lord Manor's death, not being filled.

What would our subscribers say if we were in the habit of regaling them with paragraphs such as the following, which we take from the *Chicago Legal News*?—"On Thursday evening of this week the family circle of Robert T. Lincoln, a member of the Chicago bar, and son of our lamented President, was increased by the addition of a charming little daughter." The *C. L. N.*, it may be remembered, is edited by a lady.

The *New York Tribune* of October 15 says, speaking of the suicide of the late Lord Justice Clerk:—"Does not this in-

dicate in corrupt England a tenderness of public conscience which free America has long out-grown? It would be easy to name a hundred legislators in this country who hold up their heads under far more damaging accusations, and a score of judges to whom bribery may almost be called a regular source of income. But not one of them would blush to send a poor wretch to jail for offences to which they themselves are regularly accustomed."

A FEMALE LAWYER ON LAWYERS GENERALLY.—The Montgomery (Ala.) *Advertiser* says:—One day last week a novel case was tried in the Court House at Greenville. Judge M. C. Lane brought suit against Miss Josephine Hutton for a fee. The lady appeared in court, pleaded her own case, examined witnesses, and made a long speech to the jury. The case, however, went against her. Her reason for appearing was that she did not believe an honest lawyer was to be found in the country. She said, among other things, that if an earthquake was to come and the clouds were to fall, she believed that the first thing thought of by the lawyers would be the collection of their fees preparatory to entering upon that long journey in search of a future home deep down in the dominions of his Satanic Majesty, whither they were all slowly but surely tending.

Messrs. Macniven & Cameron have sent us sample boxes of their "Owl," "Pickwick," and "Waverley" Pens. We can safely recommend all three to the notice of the profession.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COLLINS—On Nov. 10, at 18, Coleshill-street, Eaton-square, the wife of R. Henn Collins, Esq., Barrister-at-Law, of a daughter.

DALZIEL—On Nov. 7, at 28, Dablin-street, Edinburgh, the wife of John Dalziel, Writer to the Signet, of a son.

FERGUSON—On Nov. 9, at 1, Greville-road, Richmond, the wife of Richard S. Fergusson, Esq., Barrister-at-Law, of Lincoln's-inn, of a daughter.

MARSHALL—On Nov. 6, the wife of Thomas Marshall, Solicitor, High Wycombe, of a son.

MARRIAGES.

LEA—**COOPER**—On Nov. 4, at St. Peter's Collegiate Church, Wolverhampton, James Lea, Esq., Barrister-at-Law, of the Middle Temple, to Ellen, only child of the late Thomas Cooper, Esq., of Stourbridge, Worcestershire.

DEATHS.

BRADLEY—On Oct. 16, at his residence, Slyne House, near Lancaster, Robert Greene Bradley, Esq., Senior Benchet of Gray's-inn, and J.P. for the county of Lancaster, aged 81 years.

DAVISON—On Nov. 10, at Underriver House, Sevenoaks, Jane Anna, the wife of J. R. Davison, Esq., Q.C. M.P., aged 40.

EWER—On Nov. 6, at St. Hilary's, Wallasey, Cheshire, Harry Alexander Ewer, aged 53.

ROUGH—On Nov. 5, at Motcombe House, East Molesey, Surrey, W. H. Rough, Esq., Barrister-at-Law, only son of the late Sir Wm. Rough, Chief Justice of Ceylon.

SHOARD—On Oct. 31, at St. Thomas's Hospital, John Shoard, Solicitor, of London, aged 32.

WALKER—On Nov. 6, at Little Heath, North Mymms, Herts, John Walker, Q.C., and a Benchet of Lincoln's-inn, in his 75th year.

BREAKFAST—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—**JAMES EPPS & CO., Homoeopathic Chemists, London.**—[ADVT.]

LONDON GAZETTES.

Windings up of Joint-Stock Companies.

FRIDAY, NOV. 5, 1869.

LIMITED IN CHANCERY.

Italian Land Company (Limited and Reduced).—Petition, presented June 17, for reducing the capital from £1,500,000, divided into 30,000 shares of £50 each, to the sum of £200,000, divided into 20,000 shares of £10 each, with £5 per share paid up thereon. A list of the persons admitted to have been creditors of the company is made as for July 21, and may be inspected at 15, Leadenhall-st., on payment of the charge of 1s. Any person who is not entered on the said list, must, on or before Dec 10, send in his name to Mr. G. M. Clements, 60, Threadneedle-st., or in default thereof he will be precluded from objecting to the proposed reduction of capital. Clements, Threadneedle-st., for Bircham & Co., solicitors for the company.

South Wales and Cannock Chase Coal and Coke Company (Limited and Reduced).—Petition for reducing the capital from £40,000 to 16,000, presented May 8, directed to be heard before Vice-Chancellor Stuart on Nov 19. Hancock & Co, Carey-st., Lincoln's-inn, for Beale, Worcester, solicitor for the company.

UNLIMITED IN CHANCERY.

Medical Invalid and General Life Assurance Society.—Petition for winding up, presented Nov 3, directed to be heard before Vice-Chancellor James on Nov 13. Miller, Cophall-st, Throgmorton-st, solicitor for the petitioner.

Metropolitan Counties and General Life Assurance and Annuity, Loan and Investment Society.—Petition for winding up, presented Nov 3, directed to be heard before Vice-Chancellor James on Nov 13. Evans & Co, Nicholas-lane, solicitors for the petitioners.

TUESDAY, NOV. 9, 1869.

LIMITED, IN CHANCERY.

Oil and Tallow Refining Company (Limited).—Petition for winding up, presented Nov 6, directed to be heard before Vice-Chancellor James on Nov 19. Snell, George-st, Mansion-house, solicitor for the petitioner.

Prudent United Assurance Company (Limited).—Petition for winding up, presented Nov 8, directed to be heard before the Master of the Rolls on Nov 20. Westall & Roberts, Leadenhall-st, solicitors for the petitioners.

Sankey Brook Coal Company (Limited).—Petition for winding up, presented Nov 6, directed to be heard before Vice-Chancellor James on Nov 20. Flux & Co, East India-avenue, for Bateson & Co, Lpool, solicitors for the petitioners.

Friendly Societies Dissolved.

TUESDAY, NOV. 9, 1869.

Falmouth Pensioners' Burial Society, Staff Officers Station, Falmouth, Cornwall. Nov 4.

Labourers' Accident and Burial Society, Mitre-inn, Church-st, Lancaster. Nov 6.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, NOV. 5, 1869.

Preston, Sarah, Bexley, Kent, Spinster. Dec 2. Preston & Dann, V.C. Malins, Gibson, Dartford.

TUESDAY, NOV. 9, 1869.

Bevan, Reece, Wigan, Lancashire, Esq. Dec 8. Bethell & Cross, V.C. Stuart, Leigh & Ellis, Wigan.

Boone, Edw., Neath, Glamorganshire, Ironmonger. Dec 6. Kidd & Boone, V.C. James, Randall, Neath.

Brader, Mary, Maida-vale, Paddington, Widow. Nov 25. Brader & Kerby, V.C. Stuart, David, Swansea.

Downe, John, Little Newport-st, Newport Market, Grocer. Dec 15. Downe & Downe, V.C. James, Burne, Bath.

Tyrrill, John, St Leonard, Devonshire, Esq. Dec 2. Tyrrill & Tyrrill, M. R. Bencraft, Barnstaple.

Willson, Wm Thos, Willson's Wharf, Tooley-st, Southwark, Wharfinger. Dec 4. Willson & Willson, V.C. Malins, Chalk, Moorgate-st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, NOV. 5, 1869.

Ashton, Thos, Adlingfleet, York, Farmer. Dec 6. England & Son, Goole.

Baker, Rev Geo Baydon, Glazeley, Salop. Dec 31. Garrett, Doughty-st, Mecklenburgh-sq.

Cable, Wm Hy, Old Church-rd, Stepney, Gent. Dec 10. Baddeley & Sons, Leman-st.

Cole, Edward Joseph, New-rd-st, Gent. Jan 1. Smith, New-sq, Lincoln's-inn.

Collins, John Taylor, Binfield, Berks, Schoolmaster. Dec 10. Nash & Co, Suffolk-lane.

Coraggio, Amelia, St James-rd, Holloway, Widow. Dec 10. Nash & Co, Suffolk-lane.

Duckels, Thos, Goole, York, Gent. Dec 6. England & Son, Goole.

Eads, John, Moulton, Northampton, Farmer. Dec 1. Jeffery & Son, Northampton.

Fryer, Rev Chas Gulliver, Brighton, Sussex. Dec 25. Garrard & James, Suffolk-st, Pall Mall East.

Hargreaves, Jas, Draughton, York, Gent. Jan 1. Brown, Skipton.

Haymes, Thos, Thirsk, York, Surgeon. Jan 10. Ingram, Leicester.

Hepworth, Boughy, Albion-rd, St John's-wood, Esq. Feb 3. Hart & Davies, Abchurch House, Sherborne-lane.

Hewgill, Arthur, Repton, Derby, Doctor. Dec 31. Dewe, Derby.

Meadway, Geo, St James's-rd, Croydon, Esq. Nov 30. Hogan, Martin's-lane, Cannon-st.

Reynolds, Jas, Fazakerley, Lancashire, Farmer. Dec 1. Teebay & Lynch, Lpool.

Slade, Joseph, Weymouth, Dorset, Esq. Jan 1. Andrews & Pope, Dorchester.

Smith, Wm Annet, Blandford Lodge, Chiswick, Dec 31. Duncan & Merton, Southampton-st, Bloomsbury.

Stanley, Right Hon Edward John, Baron, Alderley. Jan 1. Tatham & Co, Frederick's-pl, Old Jewry.

Stevens, Joseph, London-ward, Accountant. Dec 15. Herbert, New-inn.

Tarrant, Joseph, Berrington Hall, Leominster, Hereford, Esq. Jan 1. Rutter & Co, Wolverhampton, or Cowdell & Grundy, Bridge-row, Cannon-st.

Tooth, Robt, Wandsworth, Surrey, Gent. Dec 25. Daintrey & Son, Petworth.

Tooth, Edward, Fir Grove, Sussex, Esq. Dec 25. Daintrey & Son, Petworth.

Whitehead, Robt, Commercial-rd, Peckham, Licensed Victualler. Nov 20. Ingle & Co, Threadneedle-st.

Wright, Deben, Anstey, Herts, Farmer. Dec 23. Richardson, Much Hadham.

Wyton, Mary Ann, Leighton Bussard, Bedford, Widow. Dec 15. Newton, Leighton Bussard.

TUESDAY, NOV. 9, 1869.

Arnold, Geo Richd, Hardwick-pl, Commercial-rd, Stepney, Surgeon. Dec 17. Bastard, Brabant-lane, Philpot-lane.

Crane, Jas, York, Labourer. Dec 14. Proctor, jun, Durham.

Elphinstone, Maria, Prudence, Cheltenham, Gloucester, Widow. Dec 31. Cookson & Co, New-sq, Lincoln's-inn.

Elwes, John, Elton Harvey, Stoke College, Suffolk, Esq. Dec 31. Harris & Morton, Halstead.

Evans, Robt, Tolladine, Worcester, Farmer. Nov 22. Corbett, Worcester.

Faulconer, Philip Mighell, Henfield, Sussex, Gent. Dec 15. Sinnock, Hailsham.

Faulconer, Mary, Brighton, Sussex, Widow. Dec 15. Sinnock, Hailsham.

French, Eliz Sophia, Beaumont-sq, Mile End, Widow. Jan 6. Hyde & Tandy, Ely-pl.

Hogg, John, Norton, Durham, Barrister-at-Law. Jan 1. Newby & Co, Stockton-on-Tees.

Holt, Joseph, Longsight, nr Manch, Gent. Dec 31. Clays & Son, Manch.

Jukes, Joseph Beets, Dublin, Local Director of the Geographical Survey of Ireland. Dec 20. Tattershall, Gt James-st, Bedford-row.

Heath, Ettile, Sandbach, Cheshire, Toll Gate Keeper. Nov 27. Hand, Macclesfield.

Mills, Robt, Blackpool, Lancashire, Yeoman. Dec 20. Brierly, Blackpool.

Scott, Richd, Henley-on-Thames, Oxford, Builder. Dec 20. Fielder & Sumner, Goddman-st, Doctors-commons.

Rhodes, Osman, Sydenham-park, Nurseryman. Dec 20. Stibbard & Beck, East India Avenue, Leadenhall-st.

Schofield, Josiah, Huddersfield, York, Manufacturer. Jan 10. Learoyd & Learoyd, Huddersfield.

Sedlick, Geo, New Gravel-lane, Victualler. Dec 6. Tanqueray-Williams & Co, New Broad-st.

Smith, Robt, Lpool, Hide Merchant. Dec 31. Richardson & Co, Lpool.

Whitfield, Mary, Bishopwearmouth, Durham, Widow. Jan 6. Steel, Sunderland.

Winnington, Christian, West Witton, York, Widow. Dec 1. Winn, Askrig.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, NOV. 5, 1869.

Acutt, Wm, Wolverhampton, Stafford, Hardware Factor. Oct 22. Comp. Reg Nov 1.

Barrow, Thos, Churchtown, Lancashire, Corn Merchant. Oct 12. Asst. Reg Nov 4.

Beesley, Chas Albert, Blackheath, Draper. Oct 5. Asst. Reg Nov 2.

Bertenshaw, Albert, Manch, Merchant. Aug 30. Asst. Reg Nov 3.

Bicknell, Thos, St George's, Gloucester, Beer Retailer. Sept 28. Asst. Reg Nov 2.

Bills, Geo, Dartford, Kent, Brickmaker. Oct 22. Comp. Reg Nov 3.

Blackburn, Wm Hy, Manch, Cashier. Nov 1. Comp. Reg Nov 5.

Braine, Robt, Lodge pl, St John's-wood, Job Master. Oct 23. Comp. Reg Nov 2.

Byerly, Joseph, Bristol, Carver. Oct 25. Comp. Reg Nov 4.

Campbell, Richd, & Wm Robinson, Bradford, York, Manufacturers. Sept 30. Asst. Reg Nov 3.

Castell, Wm, Grove-st, South Hackney, Cowkeeper. Oct 29. Comp. Reg Nov 2.

Chick, Keyatt Hart, Westminster-bridge-rd, Watchmaker. Oct 28. Comp. Reg Nov 4.

Crompton, Nathan Stanley, Manch, Wholesale Grocer. Oct 7. Asst. Reg Nov 3.

Dance, Geo, & Thos Dance, Leeds, Timber Merchants. Sept 27. Asst. Reg Nov 4.

Davenport, John, Ashby-de-la-Zouch, Leicester, Cabinet Maker. Oct 6. Comp. Reg Nov 2.

Deslva, Joseph, Lpool, Brassfounder. Oct 28. Comp. Reg Nov 2.

Dumsday, Geo, Brighton, Sussex. Sept 23. Comp. Reg Nov 4.

Fergusson, John, Merthyr Tydfil, Glamorgan, Draper. Sept 27. Asst. Reg Nov 3.

Footo, Alfd, Peterborough, Northampton, Hatter. Oct 13. Comp. Reg Nov 2.

Fraukham, Aaron, Walsell, Stafford, Refreshment-house Keeper. Oct 4. Comp. Reg Nov 2.

Goudge, Jas Valentine, Castle-st, Leicester-sq, Dressing Case Maker. Oct 28. Comp. Reg Nov 4.

Hallett, Joseph Fitzherbert, Ramsgate, Kent, Wine Merchant. Oct 21. Comp. Reg Nov 3.

Hanshaw, Hy Jas, Gray's-inn-rd, Butcher. Oct 11. Comp. Reg Nov 4.

Harper, John, Studley, Wilts, Licensed Victualler. Sept 27. Asst. Reg Nov 4.

Harrison, Geo, Hampstead-rd, Draper. Oct 26. Asst. Reg Nov 3.

Harrison, Robt, & Hy Primrose Chapman, Bristol, Drapers. Oct 14. Comp. Reg Nov 3.

Hirst, Joseph, Slaithwaite, York, Woollen Manufacturer. Oct 19. Asst. Reg Nov 4.

Jefferies, Edmond, Lancaster-rd, Notting-hill, Stone Merchant. Oct 28. Comp. Reg Nov 5.

Joyes, Thos Fras, Derby, Tailor. Oct 18. Comp. Reg Nov 3.

Layland, Fras Hy, Arthur-st, Clifton-rd, Peckham, Patent Leather Gasket Manufacturer. Oct 11. Comp. Reg Nov 4.

Leese, Edward, King's Lynn, Norfolk, Farmer. Sept 28. Conv. Reg Nov 2.

McMillan, John, Kettering, Northampton, Draper. Oct 6. Asst. Reg Nov 2.

Mellon, Alfd, Barking-rd, West Ham, Licensed Victualler. Nov 1. Comp. Reg Nov 3.

Milnes, Hy, Burnley, Lancashire, Cotton Spinner. Oct 7. Asst. Reg Nov 4.

Monk, John Chas, Sheerness, Kent, Grocer. Oct 19. Comp. Reg Nov 4.

Moutell, Joseph, Old Kent-rd, Boot Maker. Oct 27. Comp. Reg Nov 2.

Phillips, Thos Hy, Barbican, Gas Engineer. Oct 19. Comp. Reg Nov 1.

Pitt, Benj. Willenhall, Stafford, Licensed Victualler. Sept 30. Asst. Reg Nov 3.
 Plant, Hy, Nantwich, Cheshire, Nurseryman. Oct 14. Comp. Reg Nov 4.
 Pratt, Edward, Little Tew, Oxford, Farmer. Oct 9. Asst. Reg Nov 3.
 Pullan, Arthur, Harrogate, York, Fancy Jeweller. Oct 4. Asst. Reg Nov 3.
 Rutty, John Clark, & Wm Hy Rutty, Coggeshall, Essex, Linendrapers Oct 8. Asst. Reg Nov 2.
 Sanders, Hy, Sheffield, Baker. Oct 23. Asst. Reg Nov 3.
 Saunders, Michael, Landport, Hants, Corn Merchant. Oct 7. Asst. Reg Nov 3.
 Sherratt, Saml, Congleton, Cheshire, Tallow Chandler. Oct 5. Asst. Reg Nov 4.
 Smith, Hy, Salford, Lancashire, Tea Dealer. Oct 20. Asst. Reg Nov 4.
 Spriggs, Richd Arthur, Bridge-rd, Battersea, Lime Merchant. Oct 8. Comp. Reg Nov 4.
 Taber, Wm Hy, Springfield, Essex, Woollen Draper. Oct 16. Asst. Reg Nov 4.
 Tampion, Jas, Cardiff, Glamorgan, Shipwright. Oct 11. Conv. Reg Nov 2.
 Trowsdale, John, Finsbury-pl, Contractor. Oct 5. Asst. Reg Nov 4.
 Van Weerden, Alex, & Hy Van Weerden, Houndsditch, Importers. Sept 29. Comp. Reg Nov 2.
 Ware, Edwin, & Fras Joule, Woodlands-rd, Blackheath, Builders. Oct 18. Comp. Reg Nov 2.
 White, Wm, Edware-rd, Willesden, Bulder. Oct 14. Comp. Reg Nov 4.
 Wildman, John Thos, Oakley-rd, Southgate-rd, Islington, Stock Broker. Oct 30. Asst. Reg Nov 4.
 Wright, Wm, Southport, Lancashire, Hotel Keeper. Oct 27. Comp. Reg Nov 3.
 Young, John Thos, Malden-rd, Kentish Town, Boot Maker. Oct 6. Asst. Reg Nov 3.
 Zappert, Adolph, & Adolph Kanter, Peabody-bldgs, Commercial-st, Shoreditch, Importers of Glass. Oct 7. Comp. Reg Nov 3.

TUESDAY, Nov. 9, 1869.

Archer, Wm, Berkhamstead, Hertford, Brushmaker. Oct 5. Asst. Reg Nov 5.
 Barr, Wm, Hemsworth-st, Hoxton, Looking Glass Frame Manufacturer. Oct 1. Comp. Reg Nov 8.
 Bayliss, Hy, William-st, Islington, Lever Escape Maker. Oct 26. Comp. Reg Nov 5.
 Beyme, Chas Augustus, Falmouth, Cornwall, Ship Chandler. Oct 26. Asst. Reg Nov 6.
 Bland, Edw, Scarborough, York, Cab Proprietor. Oct 11. Asst. Reg Nov 6.
 Boyd, John, Cannon-st, Iron Fence Manufacturer. Sept 22. Asst. Reg Nov 5.
 Brasier, Chas, Luton, Bedford, Draper. Oct 27. Comp. Reg Nov 6.
 Brooks, Thos, Russia-row, Milk-st, Velvet Manufacturer. Sept 23. Comp. Reg Nov 6.
 Chawner, Hy, Redhill, Surrey, Schoolmaster. Oct 12. Asst. Reg Nov 6.
 Clarke, Hy Wm, Banbury, Oxford, Draper. Oct 7. Asst. Reg Nov 8.
 Clunie, Henrietta, Upper York-pl, St John's-wood, Bootmaker. Nov 2. Comp. Reg Nov 5.
 Cook, Wm, Stanley-st, Brompton, Builder. Oct 23. Comp. Reg Nov 4.
 Cooksey, John, Long-lane, Bermondsey, Boot Maker. Oct 12. Comp. Reg Nov 5.
 Covington, Geo Saml, Northampton, Tailor. Oct 14. Comp. Reg Nov 5.
 Daniels, Jas, Hardwicke, Oxfordshire, Publican. Oct 1. Asst. Reg Nov 6.
 Darby, Benj, Smethwick, Stafford, Farmer. Oct 30. Comp. Reg Nov 8.
 Deeley, Edwin Jas, Runcorn, Chester, Boot Manufacturer. Oct 21. Comp. Reg Nov 9.
 Duckworth, Wm, Manch, Manufacturer of Ink. Sept 21. Asst. Reg Nov 8.
 Ellis, Wm, jun, Manchester-st, Manchester-sq, Gent. Oct 22. Comp. Reg Nov 6.
 Fuller, Jas, Wolverhampton, Stafford, Builder. Sept 29. Asst. Reg Nov 5.
 Hague, Jonathan, Danl Penny, & Geo Penny, Preston, Lancashire, Cotton Manufacturers. Oct 8. Asst. Reg Nov 8.
 Hall, Edwin, Kingswinford, Stafford, Wheelwright. Oct 25. Comp. Reg Nov 8.
 Hallam, John, Oldham, Lancashire, Provision Dealer. Oct 14. Comp. Reg Nov 9.
 Hill, John, Sheffield, Boot Dealer. Oct 27. Comp. Reg Nov 5.
 Hollings, Alfred, Farsley, nr Leeds, Engineer. Oct 14. Comp. Reg Nov 8.
 Holt, Thos, Northallerton, York, Wine Merchant. Oct 13. Asst. Reg Nov 8.
 Isherwood, Jas, & Edmund Isherwood, Kersley, Lancashire, Cotton Waste Dealers. Oct 7. Asst. Reg Nov 8.
 Jardine, Jas, Blackburn, Lancashire, Draper. Oct 12. Asst. Reg Nov 5.
 Lawrence, Geo, Prisoner for Debt, Maidstone. Nov 2. Comp. Reg Nov 5.
 Leavesley, Thos, & Fredk Goodacre, Leicestershire, Boot Maker. Oct 13. Comp. Reg Nov 8.
 North, John, Approach-rd, Victoria-pk, Tobacconist. Oct 11. Asst. Reg Nov 5.
 Parker, Willmot, Upper Cheyne-row, Chelsea, Solicitor's Clerk. Sept 6. Comp. Reg Nov 5.
 Parker, Chas, Brighton, Sussex, Butcher. Oct 9. Comp. Reg Nov 6.
 Roberts, Wm, Bangor, Carnarvonshire, Grocer. Oct 12. Comp. Reg Nov 5.
 Romain, Joseph, Carlton-rd, Globe-rd, Mile-end, Cab Proprietor. Oct 11. Comp. Reg Nov 6.
 Shaw, James Cross, East-rd, City-rd, Shoreditch. Oct 23. Comp. Reg Nov 5.
 Skivington, John Wm, High-st, Forest-hill, Butcher. Oct 20. Comp. Reg Nov 5.

Tennant, Wm Hy Bedington, Kentish-town-rd, Ironmonger. Nov 1. Comp. Reg Nov 8.
 Themans, Joel, & Salomon Themans, Manch, Cigar Merchants. Oct 26. Comp. Reg Nov 8.
 Treglown, Eldred, Redruth, Cornwall, Draper. Oct 4. Comp. Reg Nov 5.
 Wilkinson, Sarah, Lodging House Keeper, Beaumont-st, Marylebone. Nov 6. Comp. Reg Nov 5.
 Woodhead, Wilson, Woollen Cloth Manufacturer, Leeds. Oct 14. Comp. Reg Nov 5.
 Wright, Hy Jas, Wine Merchant, Chichester, Sussex. Oct 13. Comp. Reg Nov 6.

BANKRUPT.

FRIDAY, Nov. 5, 1869.

To Surrender in London.

Anglis, Eliz, & Mary Phillips, Princes-st, Hanover-sq, Dressmakers, Pet Nov 2. Pepps. Nov 18 at 12. Roberts, Clement's-inn, Strand.
 Barnett, Hy, Twickenham, Beershop Keeper. Pet Nov 3. Murray.
 Nov 29 at 12. Marshall, Lincoln's-inn-fields.
 Barney, Jas, Sutton, Surrey, Licensed Victualler. Pet Nov 1. Murray.
 Nov 24 at 1. Lorymer, Martin's-lane, Cannon-st.
 Blackman, John, Talbot-yard, Borough, Foreman. Pet Nov 1. Murray.
 Nov 24 at 1. Hicks, Coleman-st.
 Bonner, Wm Hy, Christie-rd, South Hackney, Upholsterer. Pet Nov 3.
 Nov 17 at 2. Mason, Symond's-inn, Chancery-lane.
 Bowman, Edwin, Rufford's-row, Islington, Builder. Pet Nov 2. Pepps.
 Nov 18 at 12. Chidley, Old Jewry.
 Bryant, Saml, High-st, Peckham, Gasfitter. Pet Nov 3. Nov 17 at 2.
 Hicklin, Trinity-sq, Barn.
 Cameron, Geo, Wind-rd, Poplar, Grocer. Pet Nov 3. Murray.
 Nov 29 at 11. Fisher, Camberwell New-rd.
 Carver, Hy, Millman-st, Bedford-row, Clerk. Pet Nov 2. Nov 17 at 12.
 Sturt, Ironmonger-lane.
 Castle, Walter, Wilso-st, Battersea, out of business. Pet Nov 3. Murray.
 Nov 29 at 11. Condy, Battersea.
 Cooper, Chas, Prisoner for Debt, London. Pet Nov 2 (for pau). Pepps.
 Nov 18 at 12. Lawrence, Lincoln's-inn-fields.
 Davies, John, Adle-st, Warehouseman. Pet Nov 2. Murray. Nov 24 at 2. Morris, Grevs'-hall-et, Poultry.
 Dixey, Wm, Wood-st, Upper Clapton, Grocer. Pet Nov 2. Murray.
 Nov 24 at 2. Poole, Bartholomew-cloze.
 Dumas, Arthur Jas, Finch-lane, Insurance Clerk. Pet July 19. Nov 17 at 11. Reynolds, Leadenhall-st.
 Dumayne, Mary, Prisoner for Debt, London. Pet Nov 2 (for pau).
 Brougham. Nov 17 at 2. Lawrence, Lincoln's-inn-fields.
 Eaton, Thos Bishop, Cambridge-ter, Clapham-rd, Dealer in Fancy Goods. Pet Nov 3. Murray. Nov 29 at 12. Newman, Clifford's-inn.
 Fairhall, Hy Thos, London-rd, Southwark, Ironmonger. Pet Oct 30.
 Pepps. Nov 18 at 11. Peverley, Gresham-bldgs.
 Gilks, Alfred, Fairfoot-rd, Bromley-by-Bow, out of business. Pet Nov 3.
 Pepps. Nov 18 at 1. Kimberley, Scott's-yard, Bush-lane.
 Gill, Robt, Prisoner for Debt, London. Pet Oct 30 (for pau). Murray.
 Nov 24 at 1. Charlton, Maud-rd, Camberwell.
 Haswell, David Oakley, Prisoner for Debt, London. Pet Oct 29 (for pau). Murray. Nov 24 at 1. Watson, Basinghall-st.
 Houghton, Joseph, Arlington-st, Clerkenwell, Tailor. Pet Nov 1.
 Pepps. Nov 18 at 11. Hicks, Coleman-st.
 Hunt, Chas, Prisoner for Debt, London. Pet Nov 2 (for pau). Murray.
 Nov 24 at 2. Lawrence, Lincoln's-inn-fields.
 Hutchinson, Robt Davis, Prisoner for Debt, London. Pet Nov 1 (for pau). Murray. Nov 24 at 1. Watson, Basinghall-st.
 Kernan, Chas, Leigham-et-rd, West, Sureatham, Attorney. Pet Nov 2.
 Nov 17 at 1. Ley & Scott, Carey-st, Lincoln's-inn; Wise, Bristol.
 Lane, John, Middleton-rd, Battersea-rd, Builder. Pet Nov 2. Nov 22 at 11. Badham, Queen-st, Cheapside.
 Langley, Geo, Camberwell-rd, Undertaker. Pet Nov 2. Nov 17 at 1.
 Dunn, Moorgate-st.
 Lawrence, Wm, Harrington-st, Hampstead-rd, out of business. Pet Nov 3. Pepps. Nov 18 at 2. Harrison, Basinghall-st.
 Lobb, Wm, Enfield Wash, Beerhouse Keeper. Pet Nov 3. Pepps. Nov 18 at 1. Dobie, Basinghall-st.
 Lowman, Edw, Limehouse-causway, Grocer. Pet Nov 2. Pepps. Nov 18 at 11. Spiller, South-pl, Finsbury.
 Meredith, Edw, Prisoner for Debt, London. Pet Oct 22 (for pau). Murray.
 Nov 24 at 2. Miller, Bond-et-house, Walbrook.
 Mills, Alfred Jas, Plumstead, Kent, Watchmaker. Pet Nov 1. Nov 17 at 12. Hughes, Bishopsgate-st Within.
 Morris, Francis, Church-st, Camberwell, Draper. Pet Nov 1. Murray.
 Nov 17 at 11. Taylor & Co, St James-st, Bedford-row.
 Norton, Patrick, Brick-lane, Spitalfields, Oilman. Pet Nov 1. Nov 17 at 12. Noton, Gt Swan-alley, Moorgate-st.
 Ostick, Thos, Fanton-st, Haymarket, Plumber. Pet Nov 2. Pepps. Nov 18 at 12. Hicks, Coleman-st.
 Page, Wm, Westminster-bridge-rd, Manager to a Beerhouse Keeper. Pet Nov 2. Pepps. Nov 18 at 12. Easton, Clifford's-inn.
 Patterson, Fredk Hy, Prisoner for Debt, London. Pet Nov 2 (for pau). Murray. Nov 29 at 11. Le Blanc & Torr, New Bridge-st, Blackfriars.
 Robinson, John Hunter, Devonshire-rd, Holloway, Comm Agent. Pet Nov 3. Murray. Nov 29 at 12. Barrow, Queen-st, Cheapside.
 Snell, Edw, Warrington-ter, Maids Vale, Puddington, Joiner. Pet Oct 30. Murray. Nov 24 at 12. Marshall, Lincoln's-inn-fields.
 Spanner, Woodman, Shanklin, Isle of Wight, Butcher. Pet Nov 3. Pepps. Nov 18 at 1. Westall & Co, Leadenhall-st, for Champ, Portsmouth.
 Turner, Richd, Plumstead, Kent, Grocer. Pet Nov 2. Murray. Nov 24 at 2. Aldridge, Mark-lane.
 Unwin, Hy Gosling, Low Leyton, Essex, out of business. Pet Nov 3. Murray. Nov 24 at 2. Pittman, Stamford-st.
 Wake, Thos, Silverstone, Northampton, Baker. Pet Nov 3. Pepps. Nov 18 at 1. Montague, Bucklersbury.
 Walmsley, Chas, Haverhill, Suffolk, Clothier. Pet Oct 20. Murray. Nov 17 at 12. Purkis & Perry, Lincoln's-inn-fields, for Jackson, Raverhill.
 Wenden, Hy, Braintree, Essex, Innkeeper. Pet Oct 22. Murray. Nov 22 at 11. Bromley, Bedford-row.
 Werscher, David, Middlesex-st, Whitechapel, Eating-house Keeper. Pet Nov 2. Nov 17 at 1. Marshall, Lincoln's-inn-fields.

White, Hy, St Paul's-churchyard, Draper's Assistant. Pet Nov 2. Nov 17 at 1. Jones, East Temple-chambers, Whitefriars.
Whitehouse, Ephraim, Prisoner for Debt, London. Pet Oct 29 (for pau). Murray.
Wing, Wm, Plumstead, Kent, Baker. Pet Nov 2. Nov 17 at 1. Buchanan, Basinghall-st.
Woodroffe, Thos, Tonbridge, Kent, Builder. Pet Nov 1. Peps. Nov 18 at 11. Prior & Co, Southampton-bldgs, for Gorham & Co, Tonbridge.

To Surrender in the Country.

Allen, Augustine, Prisoner for Debt, York. Adj Oct 16. Leeds, Nov 15 at 11.
Andrew, Thos, Birm, Varnish Manufacturer. Pet Nov 1. Hill, Birm, Nov 17 at 12. Brown, Birm.
Barlow, Joseph, Kirkby Lathorpe, Lincoln, Blacksmith. Pet Nov 2. Tudor, Birm, Nov 23 at 11. Gibson, Nottingham.
Belton, Jas Hy, Chorlton-upon-Medlock, Lancashire, Retail Pork Butcher. Pet Nov 1. Macrae, Manch, Nov 18 at 12. Storer, Manch.
Birch, Thos, Ardwick, Manch, out of business. Pet Nov 2. Kay, Manch, Dec 5 at 9.30. Hodgson, Manch.
Blackburn, Joseph, Bransstone, Stafford, Cordwainer, Pet Nov 1. Hubbery. Burton-upon-Trent, Nov 24 at 10. Wilson, Burton-on-Trent.
Bosworthick, Benj Wyatt, Edgbaston, Birm, Accountant Clerk. Pet Nov 2. Tudor, Birm, Nov 19 at 12. Southall, Birm.
Brady, Miles Geo, Lpool, Slate Maker. Pet Oct 30. Hime, Lpool, Nov 16 at 3. Grocott, Lpool.
Brierley, Jas, Bury, Lancashire, Berseller. Pet Nov 3. Grundy, Bury, Nov 18 at 9. Anderson, Bury.
Burrows, Joseph, Belper, Derby, Hosiery. Pet Nov 2. Ingle, Belper, Nov 18 at 10. Walker, Belper.
Chadwick, John, Ilkeston, Derby, Boot Manufacturer. Pet Nov 2. Tudor, Birm, Nov 23 at 11. Smith, Derby.
Chambers, Cooper, Sheffield, out of business. Pet Nov 1. Wake, Sheffield, Nov 18 at 1. Mickelthwait, Sheffield.
Chapman, John, Sale, Cheshire, Beerhouse Keeper. Pet Nov 1. Southern. Altrincham, Nov 17 at 11. Hodgson, Manch.
Clapham, John, Finedon, Northamptonshire, Bricklayer. Pet Nov 3. Burnham, Wellingborough, Nov 17 at 11. Cook, Wellingborough.
Clark, Geo Edmund, Nottingham, out of business. Pet Nov 2. Tudor, Birm, Nov 23 at 11. Cranch, Nottingham.
Collins, John, Bury, Lancashire, Comm Agent. Pet Nov 2. Fardell, Manch, Nov 22 at 11. Law, Manch.
Corp, Christmas, Gt Grimsby, Lincoln, Tailor. Pet Nov 1. Daubney. Gt Grimsby, Nov 19 at 11. Haddelsey, Calster.
Crabtree, John, & Edw Marshall, Bradford, York, Machine Makers. Pet Nov 4. Leeds, Nov 22 at 11. Lees & Senior, Bradford; Bond & Barwick, Leeds.
Culshaw, Wm, Lpool, Saddler. Pet Nov 2. Hime, Lpool, Nov 17 at 2.30. Bellinger, Lpool.
Davies, Lewis, Tanygraig, Llanrwst, Denbigh, Shoemaker. Pet Nov 2. James, Llanrwst, Nov 16 at 1. Jones, Conway.
Dawson, Edw, Forrester, Rochester, Kent, no occupation. Pet Oct 30. Scudamore, Maidstone, Nov 29 at 11. Goodwin, Maidstone.
Dix, Wm, Newport, Monmouth, Grocer. Pet Nov 1. Roberts, Newport, Nov 17 at 1. Gibbs, Newport.
Donnelly, Jas, Batley Carr, York, Grocer. Pet Nov 2. Leeds, Nov 22 at 11. Scholes & Breary, Dewsbury; Simpson, Leeds.
Eley, John, Minton Park, Lincoln, Farmer. Pet Nov 3. Leeds, Nov 24 at 12. Bailes, Boston.
Evans, Ann, Aberdare, Glamorgan, out of business. Pet Nov 2. Rees. Aberdare, Nov 16 at 11. Symons, Merthyr Tydfil.
Evison, John, Scarborough, Grocer. Pet Oct 25. Woodall, Scarborough, Nov 15 at 3. Mason, Scarborough.
Eyles, Richd, Falsfield, Gloucester, Innkeeper. Pet Nov 1. Wilde, Bristol, Nov 15 at 11. Thick, Bristol.
Fox, Geo Wilson, Dewsbury, York, Contractor. Pet Nov 1. Leeds, Nov 22 at 11. Norris & Foster, Halifax; Bond & Barwick, Leeds.
Fox, Chas, Kingston-upon-Hull, Sailmaker. Pet Nov 3. Phillips. Kingston-upon Hull, Nov 17 at 11. Summers, Hull.
Gardner, Jas, & Hy Gardner, Lpool, Glass Benders. Pet Nov 1. Hime. Lpool, Nov 17 at 2. Ibbson, Lpool.
Gaston, Wm Hy, Barnstaple, Devon, Cabinet Maker. Pet Nov 1. Barnstaple, Nov 17 at 12. Thorne, Barnstaple.
Giles, Barnet, Yeovil, Somerset, Jeweller. Pet Nov 3. Exeter, Nov 17 at 12. Jolliffe, Crowkerrie; Floud, Exeter.
Goldsmith, Chas, Beccles, Suffolk, Bricklayer. Pet Nov 2. Fiske. Beccles, Nov 15 at 12. Cufaude, Gt Yarmouth.
Goldstraw, Horatio Parker, Manch, Stonemason. Pet Oct 22. Fardell, Manch, Nov 18 at 11. Marsland & Addleshaw, Manch.
Gregory, Thos, Barton-upon-Irwell, Lancashire, Comm Agent. Pet Nov 2. Macrae, Manch, Nov 19 at 11. Partington & Allen, Manch.
Groom, Farnford, Spalding, Lincoln, Carrier. Pet Nov 2. Tudor, Birm, Nov 23 at 11. Maples, Nottingham.
Grundy, Jas, Loughborough, Leicestershire, Farmer. Pet Nov 2. Tudor, Birm, Nov 23 at 11. Craddock, Loughborough.
Hamilton, Hy, Carbrook, Sheffield, Painter. Pet Jan 9. Wake, Sheffield, Nov 18 at 1.
Hayman, Wm, Falmouth, Cornwall, Beerhouse Keeper. Pet Nov 3. Tilly, Falmouth, Nov 20 at 11. Jenkin, Falmouth.
Heginbotham, Isaac, Monk's Copenhall, Cheshire, Soda Water Manufacturer. Pet Nov 1. Lpool, Nov 15 at 1. Cooke, Crewe.
Hodgson, Stephen, Blackburn, Lancashire, Stonemason. Pet Oct 27. Bolton, Blackburn, Nov 18 at 11. Backhouse, Blackburn.
Hope, John Wm, Scarborough. Pet Oct 26. Woodall, Scarborough, Nov 15 at 3. Williamson, Scarborough.
Horner, Richd, Wakefield, York, Corn Factor. Pet Nov 4. Leeds, Nov 22 at 11. Nettleton, Wakefield; Bond & Barwick, Leeds.
Jackson, John, Jun, Crowland, Lincolnshire, Builder. Pet Nov 1. Bonner, Spalding, Nov 16 at 10. Law, Stamford.
Jeans, Thos, Stratbridge, Dorset, Shoemaker. Pet Oct 30. Burridge. Shaftesbury, Nov 29 at 12. Swyer, Shaftesbury.
Johnson, John, Anfield, nr Lpool, Joiner. Pet Oct 30. Hime, Lpool, Nov 16 at 3.30. Tyer, Lpool.
Johnson, John, Brighton, Sussex, Surveyor. Pet Nov 3. Evershed. Brighton, Nov 22 at 11. Webb, Brighton.
Keene, Geo, Leicester, out of business. Pet Nov 3. Hill, Birm, Nov 17 at 12. James & Griffin, Birm.

King, John, Prisoner for Debt, Bristol. Adj Oct 16. Wilde, Bristol, Nov 15 at 11.
Leathern, Geo, Jacobstowe, Devon, Farmer. Pet Nov 1. Burd. Okehampton, Nov 17 at 10. Fulford, North Tawton.
Livett, Andrew Lewis, Manch, Attorney-at-law. Pet Nov 3. Macrae. Manch, Nov 18 at 11. Eltoft & Hampson, Manch.
Lock, Jyhn, South common, Hinton Martel, Dorset, Labourer. Pet Oct 19 (for pau). Rawlins. Wimbome Minster, Nov 15 at 11.
Long, Fredk Jas, Cefn Gold Farm, Monmouth, Farmer. Pet Oct 30. Roberts. Newport, Nov 17 at 1. Cathcart, Newport.
Lord, John, Rochdale, Lancashire, Innkeeper. Pet Nov 1. Jackson. Rochdale, Nov 19 at 10. Holland, Rochdale.
Maddocks, John, Grantham, Lincoln, Tailor. Pet Oct 30. Ingram. Leicester, Nov 20 at 10. Owston, Leicester.
Matthews, Thos, Leicester, Painter. Pet Nov 2. Ingram. Leicester, Nov 20 at 10. Hunter, Leicester.
McCoy, Thos, Lpool, Billiard Marker. Pet Nov 2. Hime. Lpool, Nov 18 at 2. Barker, Lpool.
Mitchell, Jas Joseph David, Landport, Hants, Licensed Victualler. Pet Oct 28. Howard. Portsmouth, Nov 16 at 12. Cousins, Portsea.
Muddyman, Joseph, Birm, Potatoe Salesman. Pet Nov 3. Hill, Birm, Nov 17 at 12. Free, Buckingham.
Murdoch, Alex, Whitley, Nor humberland, Agent. Pet Nov 2. Clayton. Newcastle, Nov 22 at 10. Bonfield, Newcastle-upon-Tyne.
Neal, Thos Bryant, Reading, Berks, Baker. Pet Nov 1. Collins. Reading, Nov 20 at 11. Smith, Reading.
O'Neill, Thos Francis, Lpool, Tailor. Pet Nov 4. Lpool, Nov 16 at 11. Lupton, Lpool.
Patterson, Jas, Lpool, Woollen Draper. Pet Nov 27. Lpool, Nov 16 at 11. McConnell, Lpool.
Phillips, Joseph, Tenbury, Worcester, Painter. Pet Nov 2. Norris. Tenbury, Nov 16 at 10. Preston, Tenbury.
Pillire, Chas, Rochdale, Lancashire, Cotton Manufacturer. Pet Nov 2. Macrae. Manch, Nov 18 at 11. Marsland & Addleshaw, Manch.
Rhind, John, Bridgend, Glamorgan, out of business. Pet Nov 2. Wilde, Bristol, Nov 18 at 11. Henderson & Salmon, Bristol.
Roberts, Fredk, Prisoner for Debt, Hereford. Adj Oct 19. Reynolds. Hereford, Nov 23 at 10.
Robson, Hy, Stapleton, York, Machine Manufacturer. Pet Oct 30. Bowes. Darlington, Nov 19 at 10. Nixon, Darlington.
Rowson, Ellen, Southport, Lancashire, out of business. Pet Oct 30. Weisby. Ormskirk, Nov 17 at 10. Barker, Southport.
Sackett, John, Brighton, Sussex, Greengrocer. Pet Nov 1. Evershed. Brighton, Nov 20 at 11. Mills, Brighton.
Scott, Wm, Crookgate, Durham, Innkeeper. Pet Nov 3. Gibson. Newcastle-upon-Tyne, Nov 17 at 11.30. Chater & Co, Newcastle-upon-Tyne.
Simpson, Jas, Royton, Lancashire, Bleacher. Pet Nov 2. Fardell. Manch, Nov 17 at 11. Leigh, Manch.
Smith, John, Undercliffe, York, Journeyman Printer. Pet Nov 2. Bradford, Nov 19 at 9.15. Terry & Robinson, Bradford.
Sparrow, Chas, Bishop Norton, Lincoln, Butcher. Pet Oct 28. Rhodes. Market Rasen, Nov 17 at 11. Saffery & Chambers.
Stable, Jas, Birkenhead, Cheshire, Grocer's Assistant. Pet Nov 2. Wason. Birkenhead, Nov 16 at 10. Anderson, Birkenhead.
Widdowson, John, Leicester, Journeyman Baker. Pet Nov 2. Tudor. Birm, Nov 23 at 11. Maples, Nottingham.
Wilkinson, Wm, Oldham, Lancashire, Shoemaker. Pet Oct 29. Tweedale. Oldham, Nov 17 at 12. Ascroft, Oldham.
Wilcox, Oswin, Bromsgrove, Worcestershire, Hosiery. Pet Nov 1. Tudor. Birm, Nov 19 at 12. James & Griffin, Birm.
Williams, Lewis, Aberaman, Glamorgan, Collier. Pet Nov 2. Rees. Aberdare, Nov 16 at 11. Simons, Merthyr Tydfil.
Williams, Jas, Swansea, Glamorgan, Insurance Agent. Pet Nov 1. Wilde, Bristol, Nov 15 at 11. Brittan & Sons, Bristol.
Woodford, Robt, Biggleswade, Bedford, Carpenter. Pet Nov 1. Hooper. Biggleswade, Dec 1 at 10. Gieves, Essex-st, Strand.

TUESDAY, NOV. 9, 1869.

To Surrender in London.

Absolon, Walter John, Chalk-farm-yd, Bootmaker. Pet Nov 4. Nov 22 at 11. Orchard, John-st, Bedford-row.
Bange, Wm Hy, Burdett-rd, Mile-end-rd, Baker. Pet Nov 5. Murray. Nov 29 at 1. Poul, Bartholomew-close.
Bird, Robt Hardy, Prisoner for Debt, London. Pet Nov 3 (for pau). Murray. Nov 29 at 12. Watson, Basinghall-st.
Briden, Wm, Prisoner for Debt, London. Pet Nov 5 (for pau). Peps. Nov 25 at 1. Hope, Ely-pl, Holborn.
Brown, Zachariah, Ashley-crescent, City-rd, Bookseller. Pet Nov 5. Nov 22 at 12. Cooper, Lincoln's-inn-fields.
Chapman, Robt, Ryde Lodge, Lower Norwood, Fancy Leather Dealer. Pet Nov 4. Murray. Nov 29 at 12. Taylor, Church-row, Upper-st, Islington.
Congdon, Edw Sutton, Alfred-rd, Harrow-rd, Paddington, Carpenter. Pet Nov 5. Murray. Nov 29 at 1. Hicks, Coleman-st.
Darter, Richd, Peter's-lane, St John-st, West Smithfield, Licensed Victualler. Pet Nov 3. Peps. Nov 25 at 2. Cooke & Co, Raymond-bldgs, Gray's-inn.
De Ritter, John, West Ham, Essex, Licensed Victualler. Pet Nov 6. Murray. Nov 29 at 2. Hicks, Coleman-st.
Donovan, Timothy, Mary-st, Whitechapel-rd, Box Maker. Pet Nov 5. Nov 22 at 12. Keighley, Ironmonger-lane.
Elstob, Edw Parry, Prisoner for Debt. Pet Nov 4 (for pau). Murray. Nov 29 at 1. Warrant, Bath-st, Newgate-st.
Gettcliffe, Dunl Alfred, Prisoner for Debt. Pet Nov 5 (for pau). Murray. Nov 24 at 2. Watson, Basinghall-st.
Graham, John Wm Philip, Fenchurch-st, Merchant. Pet Nov 4. Peps. Nov 25 at 12. Koshier, Martin's-lane, Cannon-st.
Hall, Geo Fredk, East Ham, Essex, Carpenter. Pet Nov 3. Nov 22 at 11. Peddell, Guildhall-chambers, Basinghall-st.
Halliday, Wm Hy, West-st, Mile End Old Town, Dealer in Fat and Bones. Pet Nov 5. Murray. Dec 1 at 11. Bradley, Mark-lane.
Herbert, Wm, Linkfield-pl, Isleworth, Carpenter. Pet Nov 4. Nov 22 at 12. Stokes, Chancery-lane.
Hillier, Geo, Andover-rd, Horney-rd, Builder. Pet Nov 4. Murray. Nov 29 at 1. Parkes, Deaforth-bldgs, Strand.
Isaacs, Benj, Carlisle-st, Edgeware-rd, Music Hall Keeper. Pet Nov 5. Nov 22 at 11. Lewis, Chancery-lane.

Jones, Wm, Stratford, Essex, Gas Fitter. Pet Nov 2 (for pau). Pepys.
Nov 25 at 12. Brown, Basinghall-st.
Knibbs, Theodore Hy, Queen's-rd, Homerton, Manager of a Beerhouse.
Pet Nov 6. Murray. Nov 29 at 2. Godfrey, Hatton-garden.
Lane, Wm, Alexander-rd, Colney Hatch, Carpenter. Pet Nov 4. Nov
22 at 12. Parkes, Beaumont-bldgs, Strand.
Lumley, David, Parker's-row, Bermondsey, out of business. Pet Nov
4. Pepys. Nov 25 at 12. Lewis, Wellington-st, Strand.
Mason, Thos, Albany-st, Regent's-pk, Innkeeper's Assistant. Pet Nov
5. Pepys. Nov 25 at 1. Shaw & Co, Gray's-inn-sq, for Lee,
Witney, Oxon.
McCulloch, Chas Alex, Prisoner for Debt. Pet Nov 5 (for pau). Murray.
Nov 29 at 2. Watson, Basinghall-st.
Nance, Wm, Berwick-st, Pimlico, out of business. Pet Nov 4. Murray.
Nov 29 at 1. Howell, Chapside.
Nevell, Thos, Prisoner for Debt. Pet Nov 3 (for pau). Pepys. Nov 25
at 12. Watson, Basinghall-st.
Obern, Alfred, Kingston, Surrey, Baker. Pet Nov 6. Nov 22 at 1.
Hicks, Coleman-st.
O'Halloran, Patrick, Prisoner for Debt. Pet Nov 4 (for pau). Pepys.
Nov 25 at 1. Goadley, Bow-st, Covent-garden.
Samuels, Abel Edgar, Victoria-ter, High-st, Mortlake, Commercial
Clerk. Pet Nov 4. Pepys. Nov 25 at 12. Hilliarys & Co, Fen-
church-bldgs.
Saunders, Fredk, Gloucester-rd, South Kensington, Builder. Pet Oct
26. Murray. Nov 22 at 12. Lawrence & Co, Old Jewry-chambers.
Sheppard, Geo, May's-pl, Cold Harbour-lane, Brixton, Oil and Colour-
man. Pet Nov 2. Murray. Nov 29 at 1. Fraser, Dean-st, Soho.
Smith, Thos, Workworth-ter, Commercial-rd, Limehouse, out of em-
ployment. Pet Nov 3. Nov 22 at 11. Keene & Co, Lower Thames-st.
Stirling, Geo, Prisoner for Debt. Pet Nov 4 (for pau). Pepys. Nov
25 at 1. Lawrence, Lincoln's-inn-fields.
Stewart, Alex, High-st, Kingsland, Hosier. Pet Nov 5. Nov 22 at 12.
Montagu, Bucklersbury.
Smmers, Wm, Ightham, Kent, Farmer. Pet Nov 6. Pepys. Nov.
25 at 2. Prior & Bigg, Southampton-bldgs, for Graham & Co,
Tonbridge.
Taylor, Thos, Eaton-sq, Pimlico, Contractor. Pet Nov 5. Pepys. Nov
25 at 1. Smith, Bedford-row.
Vining, Geo Jas, Upper Montague-st, Russell-sq, Dramatic Artist. Pet
Nov 8. Pepys. Nov 25 at 2. Lewis & Lewis, Ely-pl, Holborn.
Williams, Edwd, Prisoner for Debt. Pet Nov 2 (for pau). Murray.
Nov 29 at 12. Charlton, Maud-rd, Camberwell.
Woodroffe, Thos, Tonbridge, Kent, Builder. Pet Nov 1. Pepys. Nov
25 at 11. Prior & Bigg, Southampton-bldgs, for Gorham & Warner,
Tonbridge.

To Surrender in the Country.

Adkin, Wm, Mountsorrel, Leicester, Licensed Victualler. Pet Nov 5.
Brook, Loughborough, Nov 23 at 10. Goode, Loughborough.
Ashburner, Geo, Oswaldtwistle, Lancashire, Ironmonger. Pet Nov 5.
Fardell. Manch, Nov 23 at 12. Storer, Manch; Bannister, Ac-
cington.
Atkin, Joel, Toynton All Saints, Lincoln, Miller. Pet Nov 4. Walker.
Spilaby, Nov 18 at 10. Walker, Alford.
Atkins, Ellis Chas, Prisoner for Debt, Springfield. Pet Nov 1 (for pau).
Barnes. Colchester, Nov 20 at 12. Brown, Brentwood.
Baker, Jas, Reading, Berks, Milkman. Pet Nov 3. Collins. Reading,
Nov 20 at 11. Smith, Reading.
Billingham, John, Birmingham, Bootmaker. Pet Oct 16. Guest. Birmingham, Nov
19 at 10. East, Birmingham.
Blundell, Fredk, Norwich, out of business. Pet Nov 5. Feltham.
Wymondham, Nov 22 at 11. Sodd, Norwich.
Buckley, Sarah, Oldham, Lancashire, Cotton Spinner. Pet Nov 5.
Fardell. Manch, Nov 22 at 11. Blackburne, Oldham; Smith & Boyer,
Manch.
Burkinshaw, Jas, & Hy Burkinshaw, Sheffield, Forgemn. Pet Nov 8.
Leeds, Dec 1 at 12. Machen, Sheffield.
Cotsworth, Jas, Manch, Coffee-house Keeper. Pet Nov 2. Fardell.
Manch, Nov 22 at 11. Marsland & Adleshaw, Manch.
Craibree, Joseph, Prisoner for Debt, York. Pet Oct 19. Bradford, Nov
23 at 9 15. Hill, Bradford.
Crews, Nicholas Geo, Plymouth, Devon, Currier. Pet Nov 5. Exeter,
Nov 20 at 12.30. Edmunds & Sons, Plymouth.
Croschaw, Cornelius, Kingston-upon-Hull, Auctioneer. Pet Nov 5.
Philips. Kingston-upon-Hull, Nov 20 at 11. Summers, Hull.
Crosland, Alfred, Marsh, nr Huddersfield, Shoddy Dealer. Pet Nov 8.
Leeds, Nov 22 at 11. Drake, Huddersfield; Bond & Barwick, Leeds.
Davis, Jas, Prisoner for Debt, Bristol. Pet Oct 29 (for pau). Harley.
Bristol, Nov 19 at 12.
Dredge, Thos King, Prisoner for Debt, Bristol. Pet Oct 29 (for pau).
Harley. Bristol, Nov 19 at 12.
Dunford, Wm, Lpool, Poulterer. Pet Nov 5. Hime, Lpool, Nov 19 at
2.30. Ponton, Lpool.
Dyson, Mark, Badley Carr, York, Warehouseman. Pet Nov 3. Nel-
son. Dewsbury, Nov 25 at 2. Sykes, Huddersfield.
Dyson, Hy, & Wm Rowan, Sheffield, Table Knife Manufacturers. Pet
Nov 5. Leeds, Dec 1 at 11. Sugg, Sheffield.
Goleman, Nathan, Birmingham, Tailor. Pet Nov 5. Guest. Birmingham, Nov 19 at
10. Rowlands, Birmingham.
Grace, Edmund, Langley, Bucks, Bootmaker. Pet Nov 4. Woodbridge.
Uxbridge, Nov 23 at 11. Barrett, Slough.
Hancock, Fredk, Prisoner for Debt, Bristol. Pet Oct 25 (for pau).
Harley. Bristol, Nov 19 at 12.
Hicks, Wm, Lpool, Grocer. Pet Nov 4. Lpool, Nov 19 at 11. Thorne-
ley, Lpool.
Hind, Hy, Burnley, Lancashire, Blacksmith. Pet Nov 1. Hartley.
Burnley, Nov 22 at 3. Hartley, Burnley.
Hine, John, Edwd Hine, & Thos Hine, Kendal, Westmorland, Wallers.
Pet Nov 1. Wilson. Kendal, Nov 16 at 11. Bolton & Wilson,
Kendal.
Hodges, Wm, Prisoner for Debt, Bristol. Pet Oct 29 (for pau). Harley.
Bristol, Nov 19 at 12.
Jackson, Thos Nevitt, Holbeach, Lincolnshire, Wine Merchant. Pet
Nov 5. Tudor. Birmingham, Nov 23 at 11. Caparn & Wilders, Holbeach;
James & Griffin, Birmingham.
Jefferys, Geo, Halifax, Yorkshire, Wood Turner. Pet Nov 5. Rankin.
Halifax, Nov 23 at 10. Norris & Foster, Halifax.

Lee, Hy, Lpool, out of business. Pet Nov 6. Lpool, Nov 22 at 11.
Dixon, Lpool.
Lewis, Edwd, Trallwn Pontypridd, Glamorgan, Butcher. Pet Nov 5.
Spickett. Pontypridd, Nov 20 at 12. Thomas, Pontypridd.
Lock, Chas, Swanage, Dorset, Butcher. Pet Nov 8. Exeter, Nov 22
at 12. Rogers, Exeter.
Locking, Edwd, Kingston-upon-Hull, Laceman. Pet Oct 28. Leeds.
Nov 24 at 12. Levett & Champney, Hull.
Marples, Hy, Mosbro', Derbyshire, Miner. Pet Nov 5. Wake. Chester-
field, Nov 17 at 12. Wightman, Sheffield.
Matty, Richd, Kidderminster, Worcestershire, Journeyman Currier.
Pet Nov 4. Talbot. Kidderminster, Nov 25 at 11. Corbet, Kidder-
minster.
Painter, Geo, Prisoner for Debt, Bristol. Pet Oct 25 (for pau). Harley.
Bristol, Nov 19 at 12.
Parker, Wm, Neath, Glamorganshire, Contractor. Pet Nov 4. Morgan.
Neath, Nov 19 at 11. Deverill, Neath.
Pearson, John, Prisoner for Debt, Bristol. Pet Oct 25 (for pau). Harley.
Bristol, Nov 19 at 12.
Peck, Aaron Stock, Blackpool, Lancashire, Baker. Pet Nov 5. Lpool,
Nov 22 at 12. Jones, Manch.
Pettifer, Robt, Stoke Bruern, Northamptonshire, Blacksmith. Pet Nov
2. Whitton. Towcester, Nov 23 at 10. White, Northampton.
Pickard, Geo Gerrard, Hastings, Sussex, Hairdresser. Pet Nov 3.
Young. Hastings, Nov 17 at 11. Philbrick, Hastings.
Pile, Thos, Frome, Somersetshire, Butcher. Pet Nov 5. Wilde. Bristol,
Nov 19 at 11. McCarthy, Frome; Press & Inskip, Bristol.
Powell, Thos, Prisoner for Debt, Bristol. Pet Oct 29 (for pau). Harley.
Bristol, Nov 19 at 12.
Praten, Saml, Prisoner for Debt, Bristol. Pet Oct 25 (for pau). Harley.
Bristol, Nov 19 at 12.
Robson, Wm, Sunderland, Durham, Builder. Pet Nov 5. Gibson. New-
castle-upon-Tyne, Nov 19 at 12. Steel, Sunderland.
Sanders, Saml, Belper, Derby, Beerhouse Keeper. Pet Nov 4. Ingle.
Belper, Nov 24 at 12. Jessop & Harris, Alfreton.
Sankey, Jeremiah, Bilston, Staffordshire, no occupation. Pet Nov 1
Brown. Wolverhampton, Nov 13 at 12. Gould, Sionbridge.
Selby, John, Gainsborough, Lincolnshire, Innkeeper. Pet Oct 23. Barton.
Gainsborough, Nov 17 at 11. Besobey, East Retford.
Sheppard, Edwd, Prisoner for Debt, Bristol. Pet Nov 5. Wilde. Bristol
Nov 19 at 11. Fussell & Pritchard, Bristol.
Simmet, Saml, Burton-on-Trent, Staffordshire, out of business. Pet Nov
4. Hubbersty. Burton-on-Trent, Nov 24 at 10. Wilson, Burton-on-
Trent.
Sloane, Benj, Birmingham, out of business. Pet Oct 21. Guest. Birmingham, Nov 19
at 10. East, Birmingham.
Smith, Geo, Lentham Heath, Kent, Tea Dealer. Pet Nov 4. Scudamore.
Maidstone, Nov 20 at 11. Goodwin, Maidstone.
Smith, Wm, Peterborough, Northampton, Butcher. Pet Nov 4. Gaches.
Peterborough, Nov 20 at 11. Law, Stamford.
Smith, Fredk, Peterborough, Northamptonshire, Beerhouse Keeper.
Pet Nov 4. Gaches. Peterborough, Nov 20 at 11.30. Law, Stam-
ford.
Stott, Thos, Prisoner for Debt, Bristol. Pet Oct 27 (for pau). Harley.
Bristol, Nov 19 at 12.
Tobhurst, Jas, Hollingbourne, Kent, Boot and Shoe Maker. Pet Nov 6.
Scudamore. Maidstone, Nov 20 at 11. Goodwin, Maidstone.
Waitt, Frances Jane, Lichfield, Warwick, Servant. Pet Nov 6. Birch.
Lichfield, Nov 19 at 10. Crabb, Rugeley.
Walker, Wm, Bradford, nr Manch, Beerseller. Pet Oct 6. Fardell.
Manch, Nov 24 at 11. Ritson, Manch.
Walton, Wm, Prisoner for Debt, Taunton, Pet Oct 14. Smith. Bath,
Nov 22 at 11. Bartrum, Bath.
Ward, John, Sheffield, Silver Polisher. Pet Nov 5. Wake. Sheffield.
Nov 25 at 1. Pattison, Sheffield.
West, Rachel Joyce, Bath, Somerset, Lodging-house Keeper. Pet Nov
3. Bath, Nov 22 at 11. Simmons & Clarke, Bath.
Williams, Thos, Lpool, Mariner. Pet Nov 5. Hime. Lpool, Nov 19
at 2. Ritson, Lpool.
Williamson, Geo, Burslem, Stafford, Keeper of Horses. Pet Nov 5.
Hill. Birmingham, Nov 24 at 12. Walker, Burslem; James & Griffin,
Birmingham.
Wilson, John, Birmingham, out of business. Pet Nov 5. Birmingham, Guest. Nov 19
at 10. Sargent, Birmingham.
Winspeare, Chas, Jarrow-on-Tyne, Durham, Ship Repairer. Pet Oct
16. Wawn. South Shields, Nov 22 at 12. Brignal, Jun, Durham.
Wood, Richd, Bradford, York, Beerseller. Pet Oct 4. Bradford, Nov
23 at 9 15. Hill, Bradford.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 5, 1869.

Emery, Thos Jas, Whitton, Northampton, Farmer's Assistant. Sept 6.
Jones, John, Mortimer-rd, Kingsland, Builder. Nov 4.

TUESDAY, Nov. 9, 1869.

Watson, Peter, Whitby, Yorkshire, Spirit Merchant. Nov 2.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Propo-
sals for Loans on Freehold or Leasehold Property, Reversions, Life
Interests, or other adequate securities.

Proposals may be made in the first instance according to the following
form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (state name and address of solicitor)
Amount required £
Time and mode of repayment (i.e., whether for a term certain, or by
annual or other payments)
Security (state shortly the particulars of security, and, if land or build-
ings, state the net annual income).
State what Life Policy (if any) is proposed to be effected with the
Gresham Office in connection with the security.
By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.